ECHELON ROAD PEDESTRIAN IMPROVEMENTS PROJECT
2018 NJDOT SAFE ROUTES TO SCHOOL PROGRAM
SPECIFICATIONS

FEDERAL PROJECT NO. TAP-D00S(376)
NJDOT JOB NO. 5834303

VOORHEES TOWNSHIP
CAMDEN COUNTY, NEW JERSEY

Prepared for:
The Township of Voorhees
2400 Voorhees Town Center
Voorhees, New Jersey 08043

Prepared by:

ENVIRONMENTAL RESOLUTIONS, INC.
Engineers • Planners • Scientists • Surveyors

815 East Gate Drive, Suite 103
Mount Laurel, New Jersey 08054
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mail@erinj.com

C. Jeremy Noll, PE, CME, CPWM
Professional License No. 24GE05037100

June 2021
27261 00

Christopher J. Noll, PE, CME, PP
President & CEO

Barbara J. Fegley, AICP, PP
Sec./Treas. & Sr. Vice President

William H. Kirchner, PE, CME, N-2
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Marc H. Selover, LSRP, PG
Benjamin R. Weller, PE, CME, CPWM, S-3, C-3

CLARIFICATION #3

July 15, 2021
27261 00

To: All Bidders

From: C. Jeremy Noll, PE, CME, CPWM

Re: Echelon Road Pedestrian Improvements
2018 Safe Routes to School
Voorhees Township, Camden County

The following information is presented as a result of an inquiry regarding the above-mentioned project. *Responses are italicized.* The Specifications will be revised to reflect the changes noted herein. **There is no change to the bid due date of July 27, 2021.**

In an email dated July 15, 2021, Ocean Construction asked:

Q1. Appendix I (Required Federal Forms) isn't on the bid document submission checklist. Is this still something we need to include with our bid?

A1. Appendix I (Required Federal Forms) should be included with the bid submission. BD-1 has been revised to include Appendix I.

Good luck to all bidders.

C. Jeremy Noll, PE, CME, CPWM
NJ Professional Engineer, No. 24GE05037100

BID DOCUMENT SUBMISSION CHECKLIST

(Name of Local Contracting Unit)

Echelon Road Pedestrian Improvements Project (Name of Construction/ Public Works Project)

27261 00 (Project or Bid Number)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40a:11-23.2)

Required with submission of bid	**Initial Each Item Submitted With Bid (Bidders Initials)**
Form of Proposal	
A bid guarantee as required by N.J.S.A. 40A:11-21	
A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	
A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Page OD-1 to OD-2)	
A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Page LS-1)	
Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) form (Page CBD-1)	
Disclosure of Investment Activities in Iran pursuant to NJ Public Law 2012, Chapter 25 (Page IR-1)	
Bid Document Checklist (Page BD-1)	
Required Federal Forms (Appendix I)	

B. Failure to submit the following documents may be cause for the bid to be rejected. (N.J.S.A. 40a:11-23.1b.)

Included with submission of bid	**Initial Each Item Submitted With Bid (Bidders Initials)**
Plant, Equipment and Experience Statement for Prime Bidder (Page PE-1 to PE-4)	
Equipment Certification (Page EC-1)	
Non-Collusion Affidavit of Prime Bidder (**this form must be Notarized**) (Page NCA-1)	
Appendix A – Americans with Disabilities Act Language Form (Page ADA-1)	
Mandatory Equal Employment Opportunity Language, Exhibit B for Construction Contracts (Pages EXB-1 to EXB-4)	

C. If not submitted with bid, the following is required to be submitted prior to award of contract:

	Included in Bid Y/N (with Initials)
Proof of State of New Jersey Division of Revenue Business Registration at time of bid for Prime Contractor	
Proof of State of New Jersey Division of Revenue Business Registration at time of bid for all Subcontractors	
Proof of Dep't of Labor Contractor Registration prior to the time of bid for Prime Bidder pursuant to N.J.S.A. 34:11-6.48	
Proof of Dep't of Labor Contractor Registration for all Subcontractors prior to time of bid pursuant to N.J.S.A. 34:11-6.48	

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

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CLARIFICATION #3

July 15, 2021
27261 00

To: All Bidders

From: C. Jeremy Noll, PE, CME, CPWM

Re: Echelon Road Pedestrian Improvements
2018 Safe Routes to School
Voorhees Township, Camden County

ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATION #3

Please sign and return a copy of this page upon receipt by fax (856-273-9239). You are also reminded to acknowledge this addendum on the "Changes to Bid Documents" Form (Page CBD-1 of the Specifications) with your bid submission.

Name of Bidder _____ Date _____

Signature _____ Print Name _____

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CLARIFICATION #2

July 6, 2021
27261 00

To: All Bidders

From: C. Jeremy Noll, PE, CME, CPWM

Re: Echelon Road Pedestrian Improvements
2018 Safe Routes to School
Voorhees Township, Camden County

The following information is presented as a result of an inquiry regarding the above-mentioned project. *Responses are italicized.* The Specifications will be revised to reflect the changes noted herein. **There is no change to the bid due date of July 27, 2021.**

In an email dated July 2, 2021, Lexa Concrete LLC asked:

Q1. We are reviewing the bid sheet and I believe 9A is incorrect. Reconstruction Asphalt. I don't believe this should be units but rather SY.

A1. Item 9A on FP-2 has been revised from 80 UN to 80 SY to accurately correspond to the quantities contained in the Construction Plans and with the item description of 8.2.10 of the Supplementary Specification Proposal Items.

Good luck to all bidders.

C. Jeremy Noll, PE, CME, CPWM
NJ Professional Engineer, No. 24GE05037100

Item	Description	Quantity	Unit Price	Amount
8.	Construct Retaining Wall	435 LF	$_____	$_____
9.	Remove and Replace Asphalt Path	40 SY	$_____	$_____
9A.	Reconstruct Asphalt	80 SY	$_____	$_____
10.	Traffic Control Sign	7 UN	$_____	$_____
11.	Crosswalk Striping	10 UN	$_____	$_____
12.	Stop Bar Striping	5 UN	$_____	$_____
13.	Restripe Pavement Markings (Arrows)	3 UN	$_____	$_____
14.	Yellow Epoxy Striping, 4" Wide	40 LF	$_____	$_____
15.	Yellow Epoxy Painted Curb	50 LF	$_____	$_____
16.	Install Black Chain Link Fence, 4' Tall	50 LF	$_____	$_____
17.	Remove and Replace Tree	10 UN	$_____	$_____
18.	Header Curb (If and Where Directed)	300 LF	$_____	$_____
19.	Uniform Police Hours	690 HR	$75.53	$52,115.70

TOTAL AMOUNT BASE BID $_____

_____ Dollars_____ Cents.
(The total amount is to be shown in both words and figures. In case of discrepancy the amount shown in words will govern.)

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CLARIFICATION #2

July 6, 2021
27261 00

To: All Bidders

From: C. Jeremy Noll, PE, CME, CPWM

Re: Echelon Road Pedestrian Improvements
2018 Safe Routes to School
Voorhees Township, Camden County

ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATION #2

Please sign and return a copy of this page upon receipt by fax (856-273-9239). You are also reminded to acknowledge this addendum on the "Changes to Bid Documents" Form (Page CBD-1 of the Specifications) with your bid submission.

_____ _____

Name of Bidder Date

_____ _____

Signature Print Name

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President & CEO

Barbara J. Fegley, AICP, PP
Sec./Treas. & Sr. Vice President

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Benjamin R. Weller, PE, CME, CPWM, S-3, C-3

CLARIFICATION #1

June 23, 2021
27261 00

To: All Bidders

From: C. Jeremy Noll, PE, CME, CPWM

Re: Echelon Road Pedestrian Improvements
2018 Safe Routes to School
Voorhees Township, Camden County

The following information is presented as a result of an inquiry regarding the above-mentioned project. *Responses are italicized.* The Specifications will be revised to reflect the changes noted herein. **There is no change to the bid due date of July 27, 2021.**

In an email dated June 23, 2021, Lexa Concrete LLC asked:

Q1. In the advertisement for bid it indicates Bid Bond to be 10%. In the Info for Bidders it says 10% NTE $20,000. Which one is correct?

A1. *Division 1 Section 2, 1.2.7 of the specifications should be revised to reflect the following: The statement "but not in excess of $20,000.00" shall be omitted to read, "The amount of the Proposal Security shall not be less than 10% of the Total Price Bid. Cash or negotiable securities will not be accepted".*

Good luck to all bidders.

C. Jeremy Noll, PE, CME, CPWM
NJ Professional Engineer, No. 24GE05037100

such interpretations as he deems necessary for the proper fulfillment of the intent of the Drawings and Specifications. Prospective bidders shall have the right to request interpretations in accordance with the time frame discussed in Section 1.2.20, except that in the case of requests for interpretations and questions, email will be acceptable provided the request includes the Bidder's name, address, phone number, fax number and email address.

Notice of revisions or addenda to advertisements or bid documents relating to bids shall be provided no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or received a bid package in the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.2.7 PROPOSAL SECURITY

Each Bidder shall submit with his Proposal a guarantee payable to the Owner, that if the Contract is awarded, he will execute the Agreement and will furnish any performance bonds or other security required as a guarantee or indemnification.

The Proposal Security shall be in the form of a certified check, cashier's check or a Bid Bond issued by a Surety meeting the requirements of Article 1.4.2 of these General Conditions. The total amount of the Proposal Security shall be not less than 10% of the Total Price Bid. Cash or negotiable securities will not be accepted.

The Proposal Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award, the Owner may annul the Notice of Award and the Proposal Security of that Bidder will be forfeited. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned unless otherwise requested by bidder, within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered withdrawn. Within three days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

1.2.8 CONSENT OF SURETY

Each Bidder shall submit, along with his Proposal, a "Consent of Surety" issued by a Surety meeting the requirements of Article 1.4.2 of these General Conditions. Such "Consent of Surety" shall certify that if the Contract is awarded to the stated Bidder, the surety company will provide a performance and payment bond as required in Article 1.4.1 of these General Conditions in a sum not less than the Total Price Bid for the Project.

1.2.9 COLLUSIVE AGREEMENTS

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CLARIFICATION #1

June 23, 2021
27261 00

To: All Bidders

From: C. Jeremy Noll, PE, CME, CPWM

Re: Echelon Road Pedestrian Improvements
2018 Safe Routes to School
Voorhees Township, Camden County

ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATION #1

Please sign and return a copy of this page upon receipt by fax (856-273-9239). You are also reminded to acknowledge this addendum on the "Changes to Bid Documents" Form (Page CBD-1 of the Specifications) with your bid submission.

_____ _____
Name of Bidder Date

_____ _____
Signature Print Name

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ADVERTISEMENT OF BIDS

1. PROPOSALS: Sealed bids for the following: **"Echelon Road Pedestrian Improvements Project"** will be received on July 27, 2021 at 11:00 AM at which time bids will be publicly opened and read aloud at the Municipal Building, located at 2400 Voorhees Town Center, Voorhees, New Jersey. All bids must either be hand-delivered to the Municipal Building or sent by certified mail, return receipt requested, to the Municipal Building prior to the time and date when the bids will be opened. Mailed bids shall be sent to the Municipal Building and addressed to the Township Clerk, 2400 Voorhees Town Center, Township of Voorhees, NJ 08043. These bids will then remain sealed until they are to be opened on July 27, 2021 at 11:00 AM. Bids will not be received after the specified time. Each proposal must state the name and address of person, firm or corporation interested in the same as a principal. Proposals must be submitted in a sealed envelope, addressed to the Township Clerk, Township of Voorhees, and identified as bid for: **"Echelon Road Pedestrian Improvements Project."**

   The Township Committee and, its Solicitor will be the sole discretionary body for consideration or rejection of the proposals.

2. SPECIFICATIONS: Specification and Form of Bid Proposal for: **"Echelon Road Pedestrian Improvements Project"** have been filed in the Office of the Project Engineer at 815 East Gate Drive – Suite 103, Mount Laurel, New Jersey 08054, and may be inspected by prospective bidders during normal business hours.

   Bidders may obtain copies of the Drawings, Specifications and Contract Documents from the above office upon payment of seventy-five dollars ($75.00). Checks should be made payable to Environmental Resolutions Inc. The payment for contract documents is non-refundable. If the contract documents are to be mailed there is an additional $15.00 fee for postage.

   The successful bidder shall supply all labor, materials and equipment required to complete the work as set forth in the general provisions of the contract, including General and Supplementary Conditions and Technical Specifications. The Project generally includes the construction of approximately 1,740 SY of concrete sidewalk and the select removal and replacement of damaged existing sidewalk and curb, along Echelon Road in the Township of Voorhees. Also included is the proposed construction of accessible curb ramps, striping of crosswalks and stop bars, and replacement of necessary signage, all conforming to the latest ADA and MUTCD Standards.

3. WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the above schedule time for the opening of bids or any authorized postponement thereof. Bids received after time and date designated shall not be considered. No bidder may withdraw a bid for a period of sixty (60) days after the actual date of the opening thereof.

4. PRICES: Proposals shall be submitted on the appropriate form properly filled out and duly executed. The bidder shall state unit price bid in the proposal required to fulfill the intent of these specifications.

5. CONTRACT: The successful bidder shall, within ten (10) days after official acceptance by the Mayor and Township Committee of the Township of Voorhees of his bid, execute a contract and deliver same to the Township Clerk. Failure to do so will be considered as an abandonment of the contract. The form of contract will be furnished to the successful bidder by the Township Solicitor.

6. BID SECURITY: Must be in the form of a certified treasurer's or cashier's check or bid bond in the amount of 10% of the bid amount is required and should be made payable to Voorhees Township. A Consent Surety Statement and Certification must be submitted. A Certificate of Authority issued by the New Jersey Department of Banking and Insurance must be submitted.

ADVERTISEMENT OF BIDS

7. GENERAL: The owner reserves the right to reject any or all bids and to accept the bid which best appears to be in their best interest. The owner also reserves the right to consider any proposal invalid which considers furnishing said items which do not conform strictly with that specified. If a nonconforming proposal is not discovered at the time of the bid opening, the owner reserves the right to reject said proposal at any time prior to execution of the contracts by them.

8. GUARANTEE: The said item shall be delivered as specified, serviced and guaranteed strictly in accordance with the specifications. Said manufacturer's specifications and/or instructions shall be hereby made a part of this proposal by the submission of bid and as such should be attached.

9. DISCRETIONARY POWERS OF MAYOR AND TOWNSHIP COMMITTEE: The Governing Body shall not be obligated to accept the lowest bids for the said item, and reserves the sole discretionary rights to accept the said item which is in the best interest of the municipality. Determination of suitability in relation to lump sum bid for the use intended of the said item will be solely that of the Mayor and Township Committee of the Township of Voorhees.

10. Bidders must conform with the requirements of P.L. 1975, c. 127 "Affirmative Action" and file the non-collusion affidavit, consent surety and Public Law 2012, c. 25 (Disclosure of Investments in Iran).

11. The Bid shall contain an acknowledgement of receipt of all Addenda, which shall be completed on the Form provided with the Bid Documents and Disclosure statement naming all stockholders whom own 10% or more of the Company.

12. Bidders must submit a valid Business Registration Certificate with any bid submission as well as valid Business Registration Certificates for any Sub-Contractors that are to be utilized.

13. The New Jersey Prevailing Wage Rates shall be made a part of every contract for the performance of the described work where applicable.

14. DBE GOALS: This Contract includes a goal awarding four percent (4%) of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

15. APPRENTICE/TRAINEE REQUIREMENTS: The number of training positions will be Zero (0), where feasible, consisting of at least Zero (0) apprentices and Zero (0) Trainees. Trainee Hours = Zero (0).

16. DISCLOSURE: Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

17. CHALLENGE TO SPECIFICATIONS: All challenges to bid specifications are to be presented within 3 business days prior to the bid opening and must be in writing. Challenges to the bid specifications filed after the bid opening shall have no effect on bid awards.

18. PROJECT DESCRIPTION: It is the intention of these Specifications and Plans to provide and secure the construction of the Echelon Road Pedestrian Improvements Project in the Township of Voorhees, Camden County, New Jersey complete in every detail as shown or specified, for the prices bid in the Proposal. The Project generally includes the construction of approximately 1,740 SY of concrete sidewalk and the select removal and replacement of damaged existing sidewalk and curb, along Echelon

Road in the Township of Voorhees. Also included is the proposed construction of accessible curb ramps, striping of crosswalks and stop bars, and replacement of necessary signage, all conforming to the latest ADA and MUTCD Standards.

19. PROJECT FUNDING: This project is funded in part by a FY 2018 NJDOT Safe Routes to School Grant and therefore all federal aid requirements must be met.

_____

Dee Ober
Township Clerk
Township of Voorhees

DIVISION 1
GENERAL CONDITIONS

SECTION 1
GENERAL INFORMATION

1.1.1 STRUCTURE

The Bid Documents are structured to provide technical information to bidders as follows:

Division 1 provides general contractual information.

Divisions 2 through 15, with the exception of Sections 8 and/or 16 if present, provide standard technical information, as applicable, for construction which information shall govern unless modified or superseded by the Supplementary Specifications, Division 8 and/or 16.

1.1.2 HEADINGS OF ARTICLES

The headings of the articles are intended for convenience of reference only and shall have no bearing on their interpretation.

1.1.3 NUMBERING OF ARTICLES

The articles herein are numbered in three parts. The first part denotes the division number in which the article is found, the second part the section number of the division, and the third part the article number of the section.

1.1.4 DEFINITIONS

Whenever in this Contract the following terms and abbreviations or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

ABBREVIATIONS:

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators International, Inc.
FIA	Factory Insurance Association,
IAEI,	International Association of Electrical Inspectors
IAEI	International Association of Electrical Inspectors
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society

NBS	National Bureau of Standards
NECA	National Electrical Contractors Association
NEC	National Electrical Code
NFPA	National Fire Protection Association
NEMA	National Electrical Manufacturers Association
NJDOT	New Jersey Department of Transportation
NSC	National Safety Council
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories, Inc.

ADDENDA, Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT, the written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

BIDDER, an individual, firm, partnership or corporation, acting directly or through a duly authorized representative, legally submitting a Proposal.

BID PROPOSAL QUANTITY, the quantity indicated in the bid proposal less the quantities designated in the project plans as "If and Where Directed".

BONDS, Proposal, performance and payment bonds and other instruments of security.

CHANGE ORDER, a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.

CONTRACT OR CONTRACT DOCUMENTS, the Agreement, Addenda (which pertain to the Contract Documents), the CONTRACTOR'S Proposal (including documentation accompanying the Proposal and any documentation required to be submitted prior to the Effective Date of the Contract) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

CONTRACT PRICE, the moneys payable by the OWNER to the CONTRACTOR under the Contract Documents as stated in the Agreement.

CONTRACT TIME, or Time for Completion, the number of days or the date stated in the Agreement for the completion of the Work.

CONTRACTOR, the party of the second part to the Contract, acting directly or through agents or employees, who is primarily liable for the acceptable performance of the Project and for the payment of all obligations pertaining to the Project.

DAY, a calendar day of twenty-four hours measured from Midnight to Midnight.

DEFECTIVE, an adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the ENGINEER'S recommendations of final payment.

DIFFERING SITE CONDITIONS, the physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

DRAWINGS or PLANS, the drawings which show the character, scope, and detail of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT, the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER, the Engineer or Engineers designated by the Owner to provide engineering services in connection with the Project, or the agents, servants and employees of such Engineer.

FIELD ORDER, a written order issued by the ENGINEER which orders minor changes in the Work in accordance with Article 1.11.7 but which does not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS or GENERAL CONDITIONS, Sections of Division 1 of the Specifications.

MATERIALS, all raw or prepared materials and manufactured or fabricated products entering into the finished Project.

MATERIAL CHANGE, a character change which increases or decreases the Contractor's cost of performing work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date or both.

MODIFICATION, (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

MUNICIPALITY, the political subdivision of the State within which the work is to be performed.

NOTICE OF AWARD, the written notice by the Engineer, pursuant to the direction of the Owner, to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the OWNER will sign and deliver the Agreement.

NOTICE TO PROCEED, a written notice given by the Engineer, to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

OWNER, the party of the first part to the Contract, acting directly or through agents or employees and is responsible for payment to the Contractor upon acceptable completion of the Work in accordance with the terms and conditions contained in the Contract Documents.

PROJECT, the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROPOSAL DOCUMENTS or BID DOCUMENTS, all documents as set forth in Division 1, Section 2, Information For Bidders and the Supplemental Specifications, as required by the Owner to fully evaluate the proposal and qualifications of the Bidder, which shall include but not be limited to the following in the proper, prescribed form: Proposal, Proposal Guarantee, Consent of Surety and Plant, Equipment and Experience Statement.

RESIDENT PROJECT REPRESENTATIVE, the authorized representative of ENGINEER who is assigned to the site or any part thereof.

SHOP DRAWINGS, all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS, those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

STANDARD SPECIFICATIONS, sections of all Divisions which have been incorporated into this Contract excluding General Conditions and Supplementary Specifications, including any Modifications or Addenda associated thereto.

SUCCESSFUL BIDDER, the lowest, qualified, responsible Bidder to whom the Owner, based on his evaluation of the Proposals, makes award of the Contract.

SUBCONTRACTOR, an individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SURETY, the corporate body which is bound with and for the CONTRACTOR, and contracts responsibilities for the CONTRACTOR'S acceptable performance of the Project and for payment of all obligations pertaining to the Project.

WORK, the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.1.5 "OR EQUAL" CLAUSE

Whenever a material or product is specified or designated on the Plans by using the name of a proprietary product or the name of a particular manufacturer or vendor, any material or product which will perform satisfactorily the duties imposed by the general design will be considered equal, provided that the proposed alternate material or product is of equal quality, substance, function and suitability, in the opinion of the Engineer. No alternate material or product shall be installed or used without the prior approval of the Engineer. Article 1.5.4 of these General Conditions, as may be modified in the Supplementary Specifications, sets forth procedures by which applications may be submitted for substitute products or materials.

1.1.6 GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice, or sent by facsimile with confirmation.

1.1.7 SPECIFICATIONS INCORPORATED BY REFERENCE

Whenever, in these Specifications, other specifications or standards are referred to as criteria for materials to be used or work to be performed, the cited portions of such other specifications or standards shall be deemed to be incorporated herein in their entirety, and they shall have the same force and effect as if they were reproduced herein, in full. The Contractor's lack of knowledge of any part of such other Specifications or standards shall in no way relieve him of his obligation to conform to all the requirements thereof.

DIVISION 1
GENERAL CONDITIONS

SECTION 2
INFORMATION FOR BIDDERS

1.2.1 INVITATION TO BID

In accordance with the Official Advertisement, Proposals will be received for the performance of the Project, the designation of which is stated in the Official Advertisement, which shall be that which has published in the Official Publication of the Owner. The Official Advertisement for bids will appear in newspapers not less than ten (10) working days before the bid opening. Any notices of revisions or addenda to the Official Advertisement or bid documents will be outlined in accordance with N.J.S.A. 40A:11-23. The Owner and the Engineer assume no responsibility for any errors or omissions of a reproduction of the Official Advertisement produced by a third party. Proposals are requested on the items stated in the Form for Proposal for the Project. The prices bid shall cover all costs of any nature, incident to and growing out of the work.

1.2.2 COPIES OF PROPOSAL DOCUMENTS

Complete sets of the Proposal Documents in the number and for the price if any, stated in the Advertisement or Invitation may be obtained from the issuing office designated in the Advertisement. The Owner and the Engineer assume no responsibility for any errors or omissions of a reproduction of the Official Proposal documentation produced by a third party.

Complete sets of Bidding Documents shall be used in preparing Proposals. No Bidder is permitted to modify any portion of the Bid Documents inclusive of all Forms. Neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

The Owner and the Engineer in making copies of Proposal Documents available on the above terms do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

1.2.3 QUALIFICATIONS OF BIDDERS

To enable the Owner to judge the fitness and ability of the Bidder to perform the Work, each Bidder must submit a Plant, Equipment and Experience Statement on the form provided, together with his Proposal. Such statement shall demonstrate (1) the Bidder's previous experience and ability to perform similar type work, (2) adequate manpower and equipment available to complete the Work within the time specified in the Supplementary Specifications, (3) the Bidder's current financial ability to undertake the Work, and (4) the Bidder's qualifications and authority to do business within the State and local jurisdiction where the Project is located. Where a Bidder lacks the legal authority to do business within the State or local jurisdiction

where the Project is located, he shall provide a Notarized Affidavit whereby he covenants to obtain such authority prior to award of the Contract.

1.2.4 OWNERSHIP DISCLOSURE

Each bidder must complete, sign, seal and submit with his bid the Ownership Disclosure form, in accordance with N.J.S.A. 52:25-24.2. Failure to do so will automatically result in rejection of the bid.

1.2.5 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, each Bidder must (a) examine the Proposal Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) make his own surface and subsurface investigations and ascertain for himself all the facts concerning physical conditions above and below the surface of the ground at the site of the Project, (d) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (e) study and carefully correlate his own observations with the Proposal Documents.

Reference is made to the Supplementary Specifications for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Engineer in preparing the Drawings and Specifications. The Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Proposal each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Proposal for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Proposal.

The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Specifications, or Drawings.

The submission of a Proposal will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.2.6 INTERPRETATIONS & QUESTIONS

On the Drawings, figured dimensions shall govern in case of discrepancy between scaled and figured dimensions. If any discrepancy be found between the Drawings and the

Specifications, the decision of the Engineer shall govern. Within the Specifications, the order of precedence shall be first, Supplementary Specifications, and then Standard Specifications. The Engineer shall have the right to correct apparent errors or omissions in the Drawings and Specifications and to make such interpretations as he deems necessary for the proper fulfillment of the intent of the Drawings and Specifications. Prospective bidders shall have the right to request interpretations in accordance with the time frame discussed in Section 1.2.20, except that in the case of requests for interpretations and questions, email will be acceptable provided the request includes the Bidder's name, address, phone number, fax number and email address.

Notice of revisions or addenda to advertisements or bid documents relating to bids shall be provided no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or received a bid package in the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.2.7 PROPOSAL SECURITY

Each Bidder shall submit with his Proposal a guarantee payable to the Owner, that if the Contract is awarded, he will execute the Agreement and will furnish any performance bonds or other security required as a guarantee or indemnification.

The Proposal Security shall be in the form of a certified check, cashier's check or a Bid Bond issued by a Surety meeting the requirements of Article 1.4.2 of these General Conditions. The total amount of the Proposal Security shall be not less than 10% of the Total Price Bid, but not in excess of $20,000.00. Cash or negotiable securities will not be accepted.

The Proposal Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award, the Owner may annul the Notice of Award and the Proposal Security of that Bidder will be forfeited. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned unless otherwise requested by bidder, within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered withdrawn. Within three days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

1.2.8 CONSENT OF SURETY

Each Bidder shall submit, along with his Proposal, a "Consent of Surety" issued by a Surety meeting the requirements of Article 1.4.2 of these General Conditions. Such "Consent of Surety" shall certify that if the Contract is awarded to the stated Bidder, the surety company will

provide a performance and payment bond as required in Article 1.4.1 of these General Conditions in a sum not less than the Total Price Bid for the Project.

1.2.9 COLLUSIVE AGREEMENTS

Each Bidder shall execute and submit with his Bid a Non-Collusion Affidavit in the form provided herein to the affect that he has not in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person (1) to submit a collusion or sham Bid in connection with the Contract; (2) to refrain from bidding on this Contract; (3) to fix the price or prices of the Bid or any portion thereof including overhead, profit and other cost elements; or (4) to secure any advantage against the Owner or any other person interested in the proposed Contract. This form is provided at Page NCA-1.

1.2.10 INTERESTS OF CERTAIN PERSONS PROHIBITED

No official, agent, employee or representative of the Owner who exercises any function or responsibilities in connection with the Project to which the Contract pertains shall have any direct or indirect interest in this Contract or the proceeds thereof.

The Contractor shall include or cause to be included in all subcontracts and lower tier subcontracts under this Contract clauses the provisions of the foregoing paragraphs under this Article.

1.2.11 CONTRACT TIME

The time allowed for commencement and completion of all work to be performed under the Contract is set forth in the Supplementary Specifications and will be included in the Agreement. Unless otherwise specified in the Supplementary Specifications, the Contract Time shall start on the tenth day after the effective date of the contract and run for the number of calendar days specified for completion of all work.

1.2.12 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor, application for review of such substitute material or equipment will not be considered by the Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in Article 1.5.4 of these General Conditions which may be supplemented in the Supplementary Specifications.

1.2.13 FORM FOR PROPOSAL

The Form for Proposal is attached hereto; additional copies may be obtained from the Engineer.

The Form of Proposal must be completed in ink or by typewriter. If completed in ink, all items must be printed clearly and legibly. The Bidder shall state in his Proposal the price per unit of measure, or the lump sum price, for each scheduled item of work, for which he will agree to carry out the work, as well as the Total Price Bid for the performance of the Project as determined by multiplying each estimated quantity by the price per unit of measure bid therefore, and adding, together with any lump sum prices, the resulting amounts.

No alternate bids will be considered unless alternate bids are specifically requested in the Supplementary Specifications and provided for in the Form for Proposal.

Before award is made to a Bidder who is not a resident of the State of New Jersey, such Bidder shall designate a proper agent in the State of New Jersey on whom service can be made in event of litigation.

Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

The name of the individual, his address and telephone number to which communications regarding the Proposal are to be directed must be shown.

1.2.14 SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement and must be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

1.2.15 ESTIMATE OF QUANTITIES

The estimated quantities listed in the Form for Proposal are approximate; the actual quantities may be greater or less. Payment will be made only for the actual quantity of authorized Work done under each scheduled item.

1.2.16 MODIFICATION AND WITHDRAWL OF PROPOSALS PRIOR TO OPENING OF PROPOSALS

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

1.2.17 OPENING OF PROPOSALS

Proposals will be opened publicly and read aloud on the date and at the time and place specified in the Advertisement. Only those Proposals which have been properly completed, executed and submitted in the manner prescribed and accompanied by an acceptable Proposal Security and other required documentation will be accepted and read aloud. A Summary of Proposals will be made available within five (5) days after the opening of bids.

1.2.18 EVALUATION OF PROPOSALS

The Owner reserves the right to reject any and all Proposals, to waive any and all informalities, the right to disregard all nonconforming, nonresponsive or conditional Proposals, and to consider as unqualified any Bidder who does not habitually perform with his own forces the major portion of the work involved with the construction of the improvements embraced in this Contract.

For the purpose of comparison of Proposals received, the actual unit prices bid times the proposal quantities, correctly extended and summed shall govern. If any errors are found, the Total Price Bid will be corrected. Proposals will be compared based on corrected Total Price Bid.

In evaluating Proposals, the Owner shall consider the qualifications of the Bidders, whether or not the Proposals comply with the prescribed requirements and alternates and unit prices if requested in the Form for Proposals. It is the Owner's intent to accept Alternates (if any are accepted) in the order in which they are listed in the Proposal form. For the purpose of comparisons of Proposals, when Alternates are requested in the Supplementary Specifications and provided for in the Form of Proposal, the Total Price Bid will be adjusted prior to award of the contract to include any and all alternates selected by the Owner. The adjusted Total Price Bid will serve as the basis for award.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the Work. When required in the Supplementary

Specifications, the identity and qualifications of such Subcontractors and other persons and organizations must be submitted as set forth therein. Owner reserves the right to reject any bidder based upon the provisions of N.J.S.A. 40A:11-1, et seq., including but not limited to N.J.S.A. 40A:11-4 governing prior negative experience.

The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the contract Documents to the Owner's satisfaction within the prescribed time.

The Owner reserves the right to reject the Proposal of any Bidder who does not pass any such evaluation to the Owner's satisfaction. Prior to rejection of any Proposal based upon the responsibility evaluation, the Owner shall notify the Bidder in writing of his intent to reject their Proposal and shall describe the basis for the rejection. Before his Proposal is rejected, the Bidder is entitled to be heard by public authority. If such hearing is desired, the Bidder shall make written request to the Owner within the time specified in the notice of the Owner's intent to reject the Proposal.

1.2.19 PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for sixty (60) days from the date when Proposals are opened, but Owner may, at his sole discretion, release any Proposal and return the Proposal Security prior to that date. The bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed in accordance with N.J.S.A. 40A:11-24.

1.2.20 CHALLENGE TO SPECIFICATIONS

All challenges to bid specifications are to be presented within ten (10) business days prior to the bid opening and must be in writing, email is not acceptable. Challenges to the bid specifications filed thereafter shall have no effect on bid award.

1.2.21 PUBLIC RECORD

Vendor acknowledges that this bid submittal is a public record subject to review and copying pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq.

1.2.22 WITHDRAWAL OF PROPOSAL AFTER OPENING OF PROPOSALS

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 the Municipal Clerk. 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. The bid withdrawal request shall be effective as of the postmark of the certified or registered mailing. The purchasing agent or 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 public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner 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.

1.2.23 RETURN OF BID SECURITIES, UNSUCCESSFUL BIDDERS

In accordance with N.J.S.A. 40A:11-24, bid securities, with the exception of the three lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three days, Sundays and holidays excepted, after the award and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

1.2.24 MOBILIZATION

When Mobilization is provided for on the Form of Proposal, in accordance with N.J.S.A. 7A:14-2.9, Mobilization, the maximum allowable charge for which the Contractor is allowed for Mobilization shall be calculated in accordance with the Chart below:

Original Contract Amount (including Mobilization)

From More Than	To and Including	Maximum Amount for Item of Mobilization
$ 0	$ 100,000	$ 3,000
100,000	500,000	15,000
500,000	1,000,000	30,000
1,000,000	2,000,000	60,000
2,000,000	3,000,000	90,000
3,000,000	4,000,000	120,000
4,000,000	5,000,000	125,000
5,000,000	6,000,000	150,000
6,000,000	7,000,000	175,000
7,000,000	10,000,000	200,000
10,000,000	--	2.5% of Amount Bid

DIVISION 1
GENERAL CONDITIONS

SECTION 3
AWARD OF CONTRACT

1.3.1 AWARD OF CONTRACT

Award, if made, will be to the lowest responsible Bidder whose Proposal complies in all respects with the requirements stated herein, and whose evaluation by the Owner indicates to the Owner that the award will be in his best interests and in the best interests of the Project in accordance with N.J.S.A. 40A:11-6.1. The award shall not be binding upon the Owner until the Contract has been executed by the Owner, nor shall any work be performed on account of the proposed Contract until the Contract has been fully executed and returned to the Contractor.

1.3.2 EXECUTION AND PROCESSING OF CONTRACT DOCUMENTS

Immediately upon award of the Contract, the Bidder will be provided with six (6) copies of the Contract Documents for execution and processing. Contracts with corporations must be executed in the corporate name by the president or a vice-president (or other corporate officers accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. Contracts with partnerships must be executed in the partnership's name and signed by a partner, whose title must appear under the signature.

The executed Contract Documents must be delivered to the Owner within ten (10) working days after receipt thereof (weekends and holidays excluded) accompanied by the following documents:

- Performance and Payment Bond (refer to Article 1.4.1)
- Certificate of Insurance (refer to Article 1.4.3)
- Schedule of Work (refer to Article 1.8.2)
- Schedule of Shop Drawing Submissions as may be required in the Contract Documents
- Identification and Qualifications of the Individual responsible for overall superintendence of work.
- List of Professional Testing Laboratories to perform testing and to provide certifications of compliance with requirements of various technical specifications contained herein including the name and license numbers of the specific individuals who will be responsible for such testing and certifications.

1.3.3 FAILURE TO EXECUTE CONTRACT DOCUMENTS

The Bidder agrees that the proceeds of the Proposal Security shall be retained by the Owner as liquidated damages in the event that his Proposal is accepted and he then shall fail or refuse to execute the Contract and deliver the Documents specified in Article 1.3.2 within the time specified therein, unless otherwise required in the Supplementary Specifications.

1.3.4 INTENT OF CONTRACT DOCUMENTS

The Contract Documents comprise the entire Agreement between the Owner and the Contractor concerning the Work. They may be altered only by a Modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to the Engineer in writing at once and before proceeding with the Work affected thereby; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Specification or Drawings unless the Contractor had actual knowledge thereof or should reasonably have known thereof.

It is the intent of the Specifications and Drawings to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental agency shall mean the latest standard specification, manual or code in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the ENGINEER as provided for in Article 1.7.4.

1.3.5 REUSE OF DOCUMENTS

Neither the CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the ENGINEER.

1.3.6 SUBLETTING CONTRACT

No work of this Contract shall be sublet without the prior written consent of the Owner. Within ten (10) working days after the award of the Contract (weekends and holidays excluded) and prior to the execution of the Contract by the Owner, the Bidder to whom the Contract has been awarded shall furnish and deliver a list of all subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) indicating therein the nature and scope of the work to be performed and/or the items of material and equipment to be supplied by such subcontractor. The Owner may request the submission of a Plant, Equipment and Experience Statement for some or all of the subcontractors listed. In that

case, the Contractor shall furnish the requested Statements. The Owner reserves the right to reject any subcontractors based on their evaluation of the information contained in the Plant, Equipment and Experience Statement. However, the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and of steam and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with the Local Public Contracts Law and shall be listed on the form "List of Subcontractors" page LS-1.

Consent by the Owner to the use of any particular subcontractor shall in no way relieve the Contractor of the full responsibility for the work sublet.

DIVISION 1
GENERAL CONDITIONS

SECTION 4
BONDS AND INSURANCE

1.4.1 PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish a Performance and Payment Bond in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The obligation of the bond shall continue in full force and effect for until final payment is made to guarantee against defects in the work which in the judgment of the Owner are caused by defective or inferior materials and/or workmanship not performed in accordance with the Contract Documents. The bond shall be in the form provided in the Contract Documents and properly executed, attested and sealed by the Principal and Surety. All Bonds signed by an agent for the Surety must be accompanied by a certified copy of the authority to act and must include the address and telephone number of such agent. All performance and payment bonds shall meet the requirements of N.J.S.A. 2A:44-143.

1.4.2 SURETY

All bonds including Proposal Securities, Performance and Payment Bonds, and such other Bonds as are required by the Supplementary Specifications shall be issued and executed by such Sureties as are licensed and authorized by statute to conduct business in New Jersey.

If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within five days thereafter substitute another Bond and Surety, both of which shall be reviewed and approved by the Owner prior to acceptance.

1.4.3 INSURANCE

The Contractor shall furnish satisfactory proof of carriage of all such insurance required herein. All policies shall name the Owner, Engineer and those providing property easements relative to the construction of the work as additional named insureds.

The Contractor shall purchase and maintain property insurance upon the Work at the site to the insurable value thereof. This insurance shall include the interests of the Owner, Engineer, Contractor and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Specifications, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any

insured property including fees and charges of engineers, architects, attorneys and other professionals.

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under the Contract Documents, whether such performance is by the Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(i) Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

(ii) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

(iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

(iv) Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person for any other reason;

(v) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(vi) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Unless otherwise provided in the Supplementary Specifications, the minimum amounts of insurance to be carried by the Contractor shall be as follows:

A. Public Liability and Property Damage, including Contingent Liability and Contractual Liability;

1. One person in any one accident, amount One Million Dollars ($1,000,000.00)

2. Two or more persons in any one accident, amount One Million Dollars ($1,000,000.00)

3. Property Damage in any one accident, amount One Million Dollars ($1,000,000.00) with aggregate property damage policy limit on One Million Dollars ($1,000,000.00). Policies shall be so written as to provide insurance covering blasting and all other hazards such hazards will be incident to the work.

B. Automobile Liability Insurance

1. One person in any one accident, amount One Million Dollars ($1,000,000.00)

2. Two or more persons in any one accident, amount One Million Dollars ($1,000,000.00)

3. Property Damage in any one accident, amount One Million Dollars ($1,000,000.00)

C. Builder's Risk Insurance in an amount of 120% of the bid amount or One Million Dollars ($1,000,000.00), whichever is less.

The insurance required by this Article shall include the specific coverage and be written for not less than the limits of liability and coverage provided herein, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to the Owner and the Engineer. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work. The Owner and Engineer shall have an original copy of all required insurance policies prior to the start of work. In addition, the Contractor shall maintain such completed operations insurance for one year after final payment and furnish the Owner with evidence at final payment.

1.4.4 CLAIMS RESULTING FROM CONTRACTOR'S NEGLIGENCE OR OMISSION

To the fullest extent permitted by law the Contractor shall protect, indemnify, hold harmless and insure the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, unless the claim arises out the Owner or Engineer's sole negligence.

1.4.5 PROCESSING OF CLAIMS

All claims against the Contractor for damage, loss or injury associated with the Work of this Contract shall be processed immediately by the Contractor. Within thirty (30) calendar days from date such claim is submitted, the Contractor shall notify the claimant in writing, with copies to the Owner and the Engineer, of the proposed settlement or disposition of such claim. If the disposition of such claims is not settled within forty-five calendar days and the Contractor has not provided the claimant with a written explanation for the delay, the Owner shall withhold the amount of such claims from payments in accordance with Article 1.12.6 of these General Conditions. The Owner will not make final acceptance of the Project unless all claims have been properly disposed of by the Contractor.

1.4.6 MAINTENANCE BOND

The contractor shall file with the Owner an approved general maintenance bond for two (2) years in the amount of **15%** of the cost of construction. Should the contractor fail to make the necessary repairs during the guarantee period immediately after due notice from the Engineer, the Owner may proceed in making the aforesaid needed repairs and recover the costs from the general maintenance bond; provided, however, that in case of emergency, wherein the opinion of the Engineer it would cause serious loss or damage, the Owner may make repairs without previous notice and at the expense of the Contractor. The requirement to submit such Maintenance Bond will not be waived.

The Maintenance Bond shall be submitted on the form provided or an equal substitute as approved by the Municipal Solicitor.

DIVISION 1
GENERAL CONDITIONS

SECTION 5
CONTRACTOR'S RESPONSIBILITY

1.5.1 SCOPE OF WORK

The Work of this Contract comprises the performance and completion of the entire Project within the time specified, including final cleaning up, the payment of all due obligations pertaining to the Project, and the replacing of defective work and materials, all in accordance with the Plans and Specifications. Unless otherwise specified in the Supplementary Specifications, the Contractor shall furnish all materials, tools, plant, machinery, equipment, water, light, heat, fuel, power, labor, superintendence, transportation, temporary construction, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver to the Owner a functional and operating Project in accordance with the Contract Documents within the time specified, and the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

1.5.2 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which are indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor shall keep on the Work at all times during its progress a competent, English speaking resident superintendent, who shall not be replaced without written notice to the Owner and the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. The resident superintendent shall be required to keep a daily log of all activity on site, which log shall be made available for review by the Engineer or Owner at any time.

1.5.3 LABOR, MATERIALS AND EQUIPMENT

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except

as otherwise indicated in the Supplementary Specifications, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to the Engineer as more clearly defined and set forth in Article 1.5.21.

The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If requested by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

1.5.4 EQUIVALENT MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the meaning of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Owner if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named.

Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment the Contractor shall make written application to the Engineer for review thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the

Engineer in reviewing the proposed substitutes. The Engineer may request the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. Upon review of the Contractor's application the Engineer will make his recommendation to the Owner. No substitute shall be ordered or installed without written consent from the Owner. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Proposals for alternates should describe in detail the proposed differences and shall include necessary details for a thorough evaluation, including any impact on the construction schedule. Any credits or additional costs to the Owner should be clearly identified. The Owner's decision shall be final and evidenced by a duly executed change order, where applicable.

The Engineer will record time required by the Engineer and the Engineer's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Drawings and Specifications occasioned thereby. Whether or not the Engineer recommends accepting a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's consultants for evaluating any proposed substitute.

1.5.5 CONCERNING SUBCONTRACTORS

The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, without the prior written consent of the Owner as set forth in Article 1.3.6.

The Contractor to which the project is awarded shall be responsible for coordinating work of all trades. All submissions, requests for information, change order requests, etc. shall be made to the Engineer by the Contractor awarded the project. Inquiries and requests made by subcontractors shall not be accepted during construction.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of person directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any Subcontractor or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of the Owner or the Engineer to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. The Owner or the Engineer may furnish to a Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

All Work performed for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and the Engineer.

No Work of this Contract shall be performed by a Subcontractor or other person or organization engaged by the Contractor except under the direct supervision of the Contractor's resident superintendent as set forth in Article 1.5.2.

1.5.6 PATENT FEES AND ROYALTIES

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others including patent rights or copyrights held in the Owner or the Engineer. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and, if to the actual knowledge of the Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall be solely responsible for all damages, losses and expenses arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all claims in connection with any alleged infringement of such rights.

1.5.7 PERMITS AND LICENSES

Unless otherwise provided in the Supplementary Specifications, the Contractor shall obtain and pay for all construction permits and licenses.

1.5.8 LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor shall give the Engineer prompt written notice thereof. Upon receipt of such notification, the Engineer shall endeavor to make applicable changes by an appropriate modification to the specifications or drawings. Any notice from the Contractor to the Engineer and/or any resulting action of the Engineer shall not relieve the Contractor from his obligations under this section. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom.

The Contractor shall be responsible to insure that all employees including employers of subcontractors and others involved with the Work shall conduct themselves in compliance with all local laws and ordinances.

1.5.9 TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

1.5.10 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Any space that the Contractor may require for access, plant equipment, storage or other purposes additional to the space made available to him by the Owner, shall be procured by the Contractor and the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal. In the event of default, the Owner shall have the right to take over and occupy such space or cause it to be occupied for the purpose of completing the Project. No equipment or materials shall be operated or stored in any areas outside the Project Limits shown on the Drawings or other areas which have been provided for or procured by the Contractor.

No tracked or rough tired equipment shall be permitted on finished pavement except when said pavement is to be replaced within the limits of this Contract. Any finished pavement surface damaged by construction equipment shall be removed and replaced, as recommended by the Engineer, with no additional compensation being made to the Contractor for such work.

During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. The Contractor shall remove all waste materials, rubbish and debris from and about the premises on a daily basis as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall maintain the site in clean and orderly manner. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

1.5.11 RECORD DOCUMENTS

The Owner shall be responsible for the preparation of all record drawings from information provided by the contractor as found in N.J.A.C. 7:14-2.2. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer for review and shall be delivered to the Engineer for the Owner upon completion of the Work.

As-built drawings indicating horizontal and vertical alignment of the construction should be provided to the Engineer within thirty (30) days of construction. An electronic form shall also be delivered to the Engineer upon request.

1.5.12 SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the Work and other persons including the general public at any given time during construction who may be affected thereby.

(2) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

(3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss resulting from the negligent error or negligent omission in the drawings or specifications or to the negligent acts or negligent omissions of the Owner or the Engineer or anyone employed by either of them). The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all Work has been accepted by the Owner.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. Nothing is these Contract Documents shall relieve the Contractor of his responsibility to insure proper job-site safety.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under the Contract Documents.

Claims made by Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim. Whichever is later. Claims must be made by notice in accordance with Paragraph 1.1.5.

1.5.13 EMERGENCIES

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the Owner, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Owner and the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. The Contractor shall provide the Owner and Engineer with the names, addresses and telephone numbers of individuals to be contacted on a 24 hour basis to respond to emergencies that may occur.

1.5.14 SHOP DRAWING AND SAMPLES

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review, in accordance with the accepted Schedule of Shop Drawings Submissions five (5) copies (unless otherwise specified in the Supplementary Specifications) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

At the time of each submission, the Contractor shall in writing call attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

The Engineer's review of Shop Drawings and samples shall be only for general conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections recommended by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. The Contractor shall direct specific attention in writing to revisions other than the corrections recommended by the Engineer on previous submittals. The Contractor's stamps of approval on any Shop Drawing or sample shall constitute a representation to the Owner and the Engineer that

the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed by the Engineer.

The Engineer's review of Shop Drawings or samples and any comments or recommendations associated thereto shall not relieve the Contractor from responsibility for any deviations from the Contract Documents, nor shall any concurrence by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

1.5.15 CONTINUATION OF WORK

The Contractor shall carry on the work and maintain the progress schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

1.5.16 EXISTING UNDERGROUND UTILITIES

The Plans and Specifications are not warranted to indicate either the presence of or the actual location of existing utility structures. Within or adjacent to the site of the Project there may be existing utility structures, and the Contractor shall not proceed with his work until he has made his own investigations at the site, and diligent inquiry at the offices of the utility companies, municipal authorities and other utility owners to determine the presence and location of such structures. The Contractor shall notify, in writing, the utility companies and municipal authorities and others who may be affected, concerning the nature and scope of the Project.

Prior to any excavation or trenching at the site, the Contractor shall notify the Underground toll free number (800-272-1000) and indicate that locations and depths of all locations at which he plans to excavate, and shall not commence any excavation until such time as he has received information regarding all subsurface utilities. The Underground Location Service requires seventy-two (72) hours notice to allow for field investigations.

The Contractor shall support and secure all utility structures so as to avoid damage to them. The Contractor shall not move any utility structure without its owner's prior written consent, and at the completion of the work all utility structures shall be as safe and permanent as before. If any utility structure is damaged by the Contractor, he shall immediately notify its owner, who may cause the damage to be repaired at the Contractor's expense. If the cost thereof be not paid by the Contractor within thirty (30) days after the repairs have been completed, the Owner may retain an amount sufficient to cover said cost from any monies due or that may become due to the Contractor under this Contract.

The Contract shall provide an uninterrupted flow of sewage through all connecting sewers and service laterals within the project area at all times. The Contractor shall further provide an uninterrupted flow of stormwater from and through the project site.

Sanitary Sewers scheduled for abandonment shall be maintained in use until such time as written notification to proceed with abandonment is received from the Engineer.

Wherever utility appurtenances, i.e. water boxes, sanitary sewer clean-outs, etc., fall within the limits of construction, the Contractor shall be responsible for assuring that those appurtenances are flush with the final surface grade, are free of concrete or other materials and are in an operable condition.

Water and sewer house connections damaged by the Contractor shall be repaired by licensed plumbers at the Contractor's expense.

The cost of locating and protecting existing utilities and the cost of removing and replacing utility structures which interfere with the Contractor's operations but not with the permanent work shall be included in the prices bid for the various items scheduled in the proposal. Payment for the permanent relocation of utility structures when requested by the Engineer and not otherwise provided for, will be made as provided in Article 1.11.3.

1.5.17 EXISTING MONUMENTS

The Contractor is responsible for maintaining and protecting existing monuments and title stones against damage and dislocation. Monuments and Title Stones which are damaged, dislocated or removed by the Contractor shall be replaced and reset by the Engineer and the Contractor shall reimburse the Owner for costs associated therewith.

1.5.18 PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS (N.J.S.A. 40A:11-16.7)

All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following differing site conditions provisions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with Paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) a. The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

b. If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

c. If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written

notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) a. If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

b. If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) a. If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

b. If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the

amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) a. If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

b. If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) a. For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

b. For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

1.5.19 MAINTENANCE AND PROTECTION OF TRAFFIC

Unless otherwise provided in the Supplementary Specifications, traffic shall be maintained on existing roadways, railways or waterways within the scope of the Project. The Contractor shall stage the construction sequence in a manner such that a minimum of one lane is open in each direction to traffic at all times, unless specific and written authorization is given to close any street or alley to vehicular traffic.

Whenever one lane is open to traffic on a two-way street, the Contractor shall provide responsible and experienced flagmen at each end of the site and at intersections to direct and

control vehicular movement during working hours. At all times, the Contractor shall take all measures necessary to assure the safe movement of traffic in both directions.

When street closing is permitted, the Contractor shall furnish, place and maintain guards, barriers and/or barricades as necessary to safely prevent traffic from using the street. No more than one block of any street shall be closed at any time.

At least 48 hours before any work is commenced within a public right-of-way, the Contractor shall notify the local law enforcement agency having jurisdiction within said right-of-way indicating the schedule and nature of the Work to be performed. Any special instructions of the local law enforcement agency shall be binding upon the Contractor. The Contractor shall immediately notify the local law enforcement agency of any changes in the schedule or nature of work.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to the traffic, both vehicular and pedestrian, or to the completed work. Barricades and obstructions of every kind shall be marked with lights at not more than five (5) foot intervals and visible for a distance of not less than 500 feet. Such lights shall be maintained in an operating condition at all times. The Contractor shall provide the local law enforcement agency with the name, address and telephone number of the individual who is responsible for maintaining such warning devices. In the event that such warning devices are not properly placed and maintained and defective warning devices are not promptly repaired and replaced by the Contractor, the Owner may cause to have such warning devices placed, maintained, repaired and/or replaced and the Contractor shall reimburse the Owner for the costs incidental thereto.

The Contractor shall provide sufficient watchmen and directors of traffic, and shall take all necessary precautions for the proper protection of Work and safety of the public. Emergency vehicles shall have access into and through the project site at all times. Commodious temporary crossings shall be constructed and maintained where access to adjacent property is desired.

No excavation shall remain open overnight.

All traffic control equipment shall conform to the Manual on Uniform Traffic Control Devices, latest edition.

At the preconstruction conference, and prior to any work, the Contractor shall provide the local Police Department with the detailed plan for the maintenance and protection of traffic. The Contractor shall also provide a detailed plan of the intended construction traffic route through the municipality.

1.5.20 MAINTENANCE OF ADJACENT ROADWAYS

The Contractor shall be responsible for maintaining the cleanliness and condition of all roadways over which construction traffic travels. All adjacent roadways and areas shall be kept

clean of all construction debris, excess materials and trash generated during the construction operation. Any damage to adjacent roadway surfaces shall be repaired by the Contractor as recommended by the Engineer with no additional compensation being made for such work.

1.5.21 PUBLIC WELFARE AND CONVENIENCE

The general safety, welfare and convenience of the public and of the residents adjacent to the Project and the protection of persons and property are of first importance and the Contractor shall provide therefore in an adequate manner.

The Contractor shall provide written notice to residents at least 48 hours before any Work begins which will interrupt use of any portion of the public right-of-way which will affect access to their property. Such notice shall be a form acceptable to the Owner and shall state the date and time when such Work is expected to begin, the nature of the Work, and the length of time that such interruption can be anticipated. The Contractor shall also explain alternate methods of access which shall be provided.

Except in the event of emergencies, the Contractor shall perform Work under this Contract only between the hours of 7:00 A.M. and 6:00 P.M. prevailing time, excluding weekends and holidays. If Work is to be performed on weekends and holidays the Contractor shall obtain prior written authorization from the Owner and shall provide written notice to the Engineer. Work shall only be performed on the specific dates and within the hours specified in such authorization. Authorization to perform Work on weekends and holidays shall not constitute a basis for requesting additional compensation for overtime expenses. The restriction of working hours contained herein shall also apply to the moving and removing of materials, supplies and equipment within and around the Project site.

The Contractor shall employ construction methods and means that will keep flying dust to a minimum. The Contractor shall utilize watering trucks and make application of other suitable and acceptable materials on a regular basis during working and non-working hours, weekends and holidays included, to insure adequate control of flying dust. The use of chemicals, including calcium chloride is prohibited.

Fire hydrants shall be kept accessible at all times.

1.5.22 WORK BY OTHERS

The Owner may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts. The Contractor shall afford utility service companies and other contractors who are parties to such direct contracts (or the Owner, if the Owner is performing the additional work with his employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends on proper execution or results from the work of any such other contractor or utility service company or the Owner, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

The Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

If the performance of additional work by other contractors or utility service companies or the Owner was not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves additional expense to the Contractor or requires an extension of the Contract Time, the Contractor may make a claim therefore and if authorized by the Owner, the Engineer shall prepare an appropriate Change Order.

1.5.23 FINAL CLEANING UP

Before final acceptance of the Project, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged or destroyed on account of the prosecution of the work; shall fill in all depressions and water pockets on public and private property caused by his operations; shall remove all obstructions from waterways caused by his Work; shall clean all drains and ditches within and adjacent to the site of the Project which have been obstructed by his operations and shall leave the site of the Project and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting work.

1.5.24 CONTRACTOR'S ACKNOWLEDGEMENT AND RESPONSIBILITIES.

Execution of the Contract by the Contractor is an acknowledgment and representation that the Contractor has visited the site, has become familiar with local conditions and ordinances under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents. The Contractor acknowledges and agrees that he/she has carefully studied and compared the Contract Documents with each other and with information furnished by the Owner and its agents, consultants and employees. Before commencing activities, the Contractor shall: (1) take field measurements and verify field

conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Owner's agents, consultants and employees the names of all Subcontractors or suppliers for each portion of the Work. The Owner will promptly reply to the Contractor in writing if the Owner or its agents, consultants or employees, after due investigation has reasonable objection to the Subcontractors or suppliers listed. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions. The Contractor warrants to the Owner and its agents, consultants and employees that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents and will be performed in a good and workman like manner. The Contractor shall pay all sales, consumer, use and similar taxes that are legally required when the Contract is executed and will obtain and pay for the building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs the Work knowing it to be contrary to laws, statutes, ordinances, building codes and rules and regulations without notice to the Owner or its agents, consultants or employees, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs of abatement, correction and remediation, including fines and penalties. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations. The Contractor shall promptly review, approve in writing, and submit to the Owner Shop Drawings, Product Data, sample and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. The Contractor shall be responsible for any cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Contractor shall keep the premises and surrounding areas free from accumulation of debris and trash related to the Work and will refrain from any activity that may cause environmental contamination or violation of applicable environmental statutes, rules and regulations. Contractor shall be solely responsible, at its cost and expense, to correct, clean-up and remediate any environmental pollution or contamination caused by Contractor's activities to the standards and satisfaction of applicable governmental agencies.

DIVISION 1
GENERAL CONDITIONS

SECTION 6
OWNER'S RESPONSIBILITIES

1.6.1 COMMUNICATION

The Owner will issue all communications to the Contractor through the Engineer.

In case of termination of the employment of the Engineer, the Owner will appoint an Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

1.6.2 AVAILABILITY OF LANDS

The Owner will furnish, as indicated in the contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, the Contractor may make a claim for such extension in accordance with Article 1.11.6.

1.6.3 INVESTIGATIONS AND REPORTS - PHYSICAL CONDITIONS

When reference is made in the Supplementary Specifications to those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications, the Owner will make copies of such reports available upon request by the Contractor. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

1.6.4 INVESTIGATIONS AND TESTS FOR UNFORESEEN PHYSICAL CONDITIONS

Upon recommendation by the Engineer, the Owner will promptly obtain additional investigations and tests required by subsurface or latent physical conditions at the site or in existing structures differing materially from those indicated or referred to in the Contract Documents, which are encountered by the Contractor in performance of the Work. Copies of the results of such investigations and tests will be furnished to the Engineer and the Contractor. If the Contractor believes that any delay in the Owner's furnishing, such investigations and tests, entitles him to an extension of Contract Time, the Contractor may make a claim for such extension in accordance with Article 1.11.9.

1.6.5 REVIEW OF CONTRACTOR'S DOCUMENTS

Upon submission of any documentation required by the Contract Documents by the Contractor, the Owner will promptly review such documentation and within ten (10) days of submission notify the Contractor through the Engineer of their acceptability.

1.6.6 APPROVAL OF CHANGE ORDERS

The Owner will authorize appropriate Change Orders covering changes in the Work which are required by the Owner, or required because of unforeseen physical conditions or emergencies, or for final adjustment of contract quantities to reflect actual Work performed, or because of any claim of the Contractor for a Change in Contract Time or the Contract Price, which are recommended by the Engineer. Any and all Change Orders are subject to requirements of N.J.A.C. 5:30-11.1 et seq.

1.6.7 PAYMENT

Upon receipt of Billing from the Contractor and recommendation for payment from the Engineer, the Owner will promptly review, and if acceptable, process the billing for payment. If the Billing of the Contractor is found to be inconsistent with the recommendations of the Engineer, or otherwise unacceptable to the Owner, the Owner will within ten (10) calendar days from receipt of such Billing, reject the billing and notify the Contractor through the Engineer of the reason why the bill was rejected.

1.6.8 FINAL REVIEW AND ACCEPTANCE

Upon written notification from the Contractor that all Work under the Contract has been completed, the Owner will review the Work with the Engineer and the Contractor in accordance with article 1.8.5 and will advise the Contractor through the Engineer of the nature of all deficiencies and defective work which the Owner has rejected or which is otherwise unacceptable.

When all Work has been completed to the satisfaction of the Owner and the Contractor has submitted his Final Billing and all certifications, warrants and other documentation required by the Contract Documents have been provided by the Contractor, the Owner will review the Final Billing for consistency with the recommendations of the Engineer and if found to be acceptable the Owner will process the Billing for Final Payment. If the Final Billing for payment is found to be inconsistent with the recommendations of the Engineer or any of the certifications, warrants or other documents are missing or inadequate, the Owner will within ten (10) calendar days from receipt of such Billing reject the Billing, and notify the Contractor through the Engineer of the reason why the Billing was rejected.

DIVISION 1
GENERAL CONDITIONS

SECTION 7
ENGINEER'S STATUS DURING CONSTRUCTION

1.7.1 ENGINEER'S AUTHORITY

The Engineer will be the Owner's independent professional engineer during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are as set forth in the Contract Documents and shall not be extended without written consent of the Owner and Engineer.

All orders, directives, modifications and other communications affecting the Contract will be issued by the Owner through the Engineer. All modifications to the Contract Documents, regardless of whether such modifications affect the Contract Price, shall be issued in writing.

1.7.2 VISITS TO THE SITE

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, the Engineer will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

1.7.3 RESIDENT PROJECT REPRESENTATIVE

The Engineer may assign a Resident Project Representative, as his Agent, to provide necessary on-site observation of the Work. The Resident Project Representative will act as directed by and under the supervision of the Engineer and will confer with the Engineer regarding his actions. His dealings in matters pertaining to on-site Work shall be only with the Engineer and the Contractor working principally through the Contractor's superintendent. Dealings with subcontractors shall only be through the Contractor.

The Resident Project Representative shall:

(i) Conduct on-site observations of the Work in progress to assist the Engineer in determining in general if the Work is proceeding in accordance with the Contract Documents.

(ii) Review the progress of the Contractor and advise the Engineer of the Contractor's compliance with the detailed Schedule of Work approved in accordance with the Contract Documents.

(iii) Advise the Engineer, on a regular basis, if the Contractor is providing proper superintendence of the Work and adequate materials, manpower and equipment to perform the Work in accordance with the Contract Documents.

(iv) Report to the Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any tests or approvals required to be made, or has been damaged prior to final payment; and advise the Engineer when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or approval.

(v) Confirm that tests, equipment and systems start-ups and operating maintenance instructions are conducted as required by the Contract Documents and note if they are performed in the presence of the required personnel, and that the contractor has maintained adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures and start-ups.

(vi) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of those inspections and report to the Engineer.

(vii) Notify the Engineer and the Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been reviewed by the Engineer, and review all Work for compliance with Shop Drawings and Samples reviewed by the Engineer.

(viii) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

(ix) Review with the Contractor the progress of Work completed for payment in accordance with Article 1.12.3 and forward recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

(x) During the course of the Work, confirm that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Work.

Except upon written instruction of the Engineer, the Resident Project Representative shall not:

(i) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

(ii) Exceed limitations on Engineer's authority as set forth in the Contract Documents.

(iii) Undertake any of the responsibilities of the Contractor, subcontractors or Contractor's superintendent, or expedite the Work.

(iv) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

(v) Advise on or issue directions as to safety precautions and programs in connection with the Work.

(vi) Participate in specialized field or laboratory tests required to be performed by the Contractor or others as set forth in the Contract Documents.

1.7.4 CLARIFICATIONS AND INTERPRETATIONS

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. The Engineer's interpretation will be final and binding upon the Contractor. The Contractor's interpretation of the Contract Documents shall not relieve him of his responsibility to comply with the interpretation of the Engineer and to perform the Work in accordance with the intent of the Contract Documents.

1.7.5 LAYOUT OF WORK

The Engineer will establish baselines and benchmarks for the Contractor's horizontal and vertical control of the Work. The Contractor shall layout his work from the lines and grades established by the Engineer. The Contractor shall request the engineer to mark such baselines and benchmarks at least 72 hours prior to the layout of his work.

The Contractor shall protect the controls established by the Engineer during his prosecution of the Work. In the event that such controls are dislocated or removed, the Contractor shall immediately notify the Engineer. The Engineer will re-establish the controls as required, and the Contractor shall reimburse the Owner for the costs thereof.

1.7.6 REJECTION OF DEFECTIVE WORK

The Engineer shall review the Work performed by the Contractor for general conformance with the Contract Documents. If in his professional opinion, the Engineer finds the Work, or any portion thereof, to be defective or otherwise not in general conformance with Contract Documents, he shall submit his findings in writing to the Owner. The Engineer may require the Contractor to provide additional testing and certification which better allow him to

evaluate the quality of Work performed, and the cost of such additional testing and certifications shall be at the Contractor's expense.

If the Work is rejected by the Owner, the Engineer will so notify the Contractor in writing. The Contractor shall immediately remove the defective Work from the site and replace it with non-defective Work within fifteen (15) calendar days from the date of notification by the Engineer.

1.7.7 SHOP DRAWING, CHANGE ORDERS AND PAYMENT ESTIMATES

The Engineer will review Shop Drawings, prepare Change Orders and Payment Estimates and make recommendations as provided for in various Articles of these General Conditions. Where such Articles do not specify a limitation on the time, the Engineer will respond in a reasonable amount of time based on the nature and extent of the work involved.

1.7.8 DECISIONS ON DISAGREEMENTS

The Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the performance of the work thereunder. Claims, disputes and other matters relating to the acceptability of the work shall be referred initially to the Engineer in writing with a request for a formal decision, which the Engineer will render in writing within a reasonable time.

1.7.9 LIMITATIONS ON THE ENGINEER'S RESPONSIBILITIES

Neither the Engineer's authority to act under this section or elsewhere in the Contact Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any manufacturer, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Document (unless there is a specific statement indicating otherwise).

The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions set forth herein.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto,

and the Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or for any subcontractors, or of the agents or employees of the Contractor or any subcontractor, or of any other persons at the site or otherwise performing any of the Work. Nothing contained herein shall relieve the contractor of his obligations and responsibility to complete the Contract in accordance with the Contract Documents.

DIVISION 1
GENERAL CONDITIONS

SECTION 8
SCHEDULING, PROCEDURE AND PROGRESS

1.8.1 COMMENCEMENT, PROGRESS AND TIME OF COMPLETION

Unless otherwise specified in the Supplementary Specifications, the Contractor shall commence the Work of this Contract at the site of the Project within ten (10) days after the Effective Date of the Contract, which shall constitute notice to proceed. The Work shall continue without interruption until completion of all Work required by the Contract Documents. The Contractor shall arrange his work force, material deliveries and equipment to insure completion within the time specified for completion as set forth in the Supplementary Specifications.

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error or discrepancy which the Contractor may discover; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.

1.8.2 SCHEDULE OF WORK

The Contractor shall submit, with the executed Contract Documents, a detailed Schedule of Work to the Owner with copies to the Engineer. The Schedule of Work shall be carefully prepared to show the proposed dates of commencement and completion for each of the various phases of the Work. When Work is to be performed or materials supplied by Subcontractors accepted by the Owner it shall be so noted in the Schedule of Work. When the Schedule for certain phases of Work is dependent on the availability of work or materials to be provided by the Owner or others, and not a part of this Contract, it shall be so noted in the Schedule of Work.

The Owner will, upon consideration of recommendations made by the Engineer, accept the Schedule of Work as submitted or shall accept the Schedule of Work conditioned as noted where the Owner finds it to be in his best interest. The Contractor shall conform strictly to the Schedule of Work as accepted unless modified by Change Order as provided in Section 11 of these General Conditions.

If the Project is not performed in accordance with the Schedule of Work and completed within the time set forth in the Contract Documents, unless modified by a Change Order approved by the Owner, the Contractor will be responsible for all the cost of all engineering services associated with the completion of the Project that are incurred after the scheduled completion date and shall reimburse the Owner for such costs.

1.8.3 PRE-CONSTRUCTION CONFERENCE

Within fifteen (15) calendar days from the date of Award of this Contract, the Engineer shall hold a Pre-Construction Conference with the Contractor. The purpose of the Pre-Construction Conference will be to (i) acquaint the Engineer and his Project Representative with the Contractor and the Contractor's Superintendent, as well as representatives of other parties authorized to perform work within the site of the Project; (ii) familiarize the Contractor with the administrative requirements and procedures; (iii) review the scope of the Work and the requirements contained in the Contract Documents; and (iv) clarify any inconsistencies found in the Contract Documents or any particular concerns of the Contractor regarding interpretation of the Contract Documents. No Work of this Contract shall be performed prior to the Pre-Construction Conference.

1.8.4 MONTHLY CONTRACT PERFORMANCE CONFERENCES

At least once each month during the performance of Work under this Contract, a Monthly Contract Performance Conference will be held at a convenient time mutually agreeable to the Engineer and the Contractor. Such conferences will be held on a regular basis to (i) review the progress and performance of the work; (ii) explain any special instructions, orders or modifications directed by the Owner; (iii) review any subsurface or latent physical conditions encountered by the Contractor or any existing structures differing materially from those indicated or referred to in the Contract Documents; (iv) review scheduling and coordination of Work performed by others; (v) certification that all claims against the Contractor, including claims for loss, damage injury or filing of liens caused by the Contractor's negligent acts or omissions, or otherwise, in the conduct of the Work have been settled; and(vi) discuss any particular concerns or problems of the Contractor encountered during the performance of the Work.

1.8.5 COMPLETION OF WORK

When, in the opinion of the Contractor, all Work required by the Contract Documents and authorized modifications thereto has been completed, the Contractor shall provide written notification to the Engineer requesting final review of the Work. Within ten (10) calendar days from receipt of such notification the Engineer will schedule a final review of all Work with the Owner and the Contractor. Within five (5) calendar days thereafter the Engineer will provide the Contractor with a written list of deficiencies to be corrected and defective Work to be repaired or replaced as noted during the final review.

1.8.6 CORRECTION OF DEFECTIVE WORK

Within fifteen (15) calendar days from the date of notification from the Engineer of deficiencies and defective work noted during final review, the Contractor shall complete all repairs, replacements and other corrections required in accordance with the Contract Documents, and at no cost to the Owner. When, in the opinion of the Engineer, all deficiencies and defective work have been adequately corrected, the Engineer will prepare a final estimate for all work

completed under the Contract. When the final estimate for all work completed under the Contract is accepted by the Owner, the Owner shall authorize a Change Order which adjusts the quantities contained in the original Proposal, as adjusted by previous Change Orders, to the actual final quantities of Work performed under each Proposal item, and make Final Payment to the Contractor.

1.8.7 ACCEPTANCE OF DEFECTIVE WORK

The Owner at his sole option may decide to accept defective Work instead of requiring correction or removal and replacement by the Contractor. If such defective Work is accepted prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price or if the acceptance occurs after such final payment, an appropriate amount shall be paid by the Contractor to the Owner.

1.8.8 OWNER MAY CORRECT DEFECTIVE WORK

If the Contractor fails to correct deficiencies and repair or replace defective work within the time specified and in accordance with Article 1.8.6, the Owner may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising his rights under this Article the Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Owner may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate into the Work all materials and equipment stored at the site for which the Owner has paid the Contractor. The Contractor shall allow the Owner, the Owner's representatives, agents and employees such access to the site as may be necessary to enable the Owner to exercise his rights under this Article. All direct and indirect costs to the Owner in exercising such rights shall be charged against the Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents including a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights hereunder.

1.8.9 FINAL ACCEPTANCE AND PAYMENT

The Contractor shall prepare his Final Billing in accordance with the Final Estimate prepared by the Engineer and submit it to the Owner for processing along with any Change Orders related thereto. The Contractor's Final Billing must be accompanied by (i) a certification by the Contractor that he has complied with all appropriate local, state and federal codes, ordinances, statues and regulations and all other conditions required by the Contract Documents; (ii) a Certificate of Insurance for completed operations as required in Article 1.4.3; (iii) Warrants

and Guarantees that title to all Work materials and equipment provided under the Contract will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances; (iv) certification that full payment has been made to all Subcontractors for labor, materials and equipment incorporated into the Work; and (v) certification that all claims against the Contractor, including claims for loss, damage or injury caused by the Contractor's negligence or omissions in the conduct of the Work have been settled.

The Owner will review the Final Billing of the Contractor for consistency with the final estimate prepared by the Engineer and, if in his opinion, the Work is determined to be acceptable, the bill will be processed for payment at the next regularly scheduled time for payment of bills.

DIVISION 1
GENERAL CONDITIONS

SECTION 9
SUSPENSION OF WORK; ANNULMENT AND DEFAULT OF CONTRACT; LIQUIDATED DAMAGES

1.9.1 SUSPENSION OF WORK FOR CAUSE

If the Work is defective, or the Contractor fails to supply proper supervision, sufficient skilled workmen or suitable materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such has been eliminated. Suspension of work for such cause shall not constitute grounds for requesting additional compensation or extension of time by the Contractor. The right of the Owner to stop Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

1.9.2 SUSPENSION OF WORK FOR CONDITION BEYOND THE CONTROL OF THE CONTRACTOR

The Owner may suspend the Work, or any portion thereof, if the weather or other conditions are such as will prevent its being done properly. Suspension of Work for such cause shall not constitute grounds for requesting additional compensation by the Contractor, unless the suspension lasts for more than ten (10) days, where Section 1.9.4 applies. The time for completion of the Work may be extended by Change Order, if in the opinion of the Engineer the delay in the progress of the Work caused by such suspension has significantly affected the Schedule of Work approved by the Owner.

1.9.3 SUSPENSION OF WORK WITHOUT CAUSE

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Section 11 and Section 1.9.4 of these General Conditions.

1.9.4 SUSPENSION OF WORK LASTING MORE THAN TEN (10) CALENDAR DAYS

- The contracting unit must provide advance written notice to the contractor of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

- If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work.

    - The notice must include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit.
    - Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

- Upon receipt of the contractor's suspension of work notice, the contracting unit must promptly evaluate the contractor's notice and promptly advise, in writing, the contractor of its determination on how to proceed.

    - If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date.
    - If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and is entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

- Failure of the contractor to provide timely notice of a suspension of work will result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

1.9.5 ANNULMENT OF CONTRACT

When the owner deems it advisable in his best interest, he may annul this Contract by providing thirty (30) days written notice to the Contractor and, if not in default, payment will be made for all Work performed under the terms and conditions of the Contract Documents, except that payments will be made in such amounts as the Owner may consider just and proper for any parts of the Work that are not fully completed and for that reason not susceptible to classification under the bid prices, and for reasonable expenditures documented by the Contractor in connection with termination of the Contract, for which the Contractor is not otherwise compensated. It is understood and agreed that no payments will be made for any claim for loss of anticipated profits.

When the Contract is annulled as provided herein, the Contractor shall promptly remove all of his equipment, supplies and materials from the site of the Project and other property of the Owner within the time specified by the Owner at the time of Annulment. Should the Contractor fail to remove such equipment, supplies and materials within the time specified the Owner may have them removed at the expense of the Contractor.

1.9.6 DEFAULT OF CONTRACT

The Owner may declare the Contractor in default and order him to discontinue the Project if, the Owner determines the occurrence of any one or more of the following events:

(i) The Contractor is adjudged as bankrupt or insolvent,

(ii) The Contractor makes a general assignment for the benefit of creditors,

(iii) A trustee or receiver is appointed for the contractor or for any of the Contractor's property,

(iv) The Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,

(v) The Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

(vi) The Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,

(vii) The Contractor disregards any directions, communications or instruction issued through the Engineer, or

(viii) The Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

The Owner may after giving the Contractor and his Surety seven days' written notice, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor without liability to the Contractor for trespass or conversion, incorporate in the Work all materials and equipment stored at the site for which the Owner has paid the contractor, and finish the Work as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceed such unpaid balance, the contractor shall pay the difference to the Owner. Such costs incurred by the

Owner shall be reviewed by the Engineer and the Owner shall authorize an appropriate Change Order.

1.9.7 LIQUIDATED DAMAGES

If the Contractor fails to complete fully, entirely and in conformity with the provisions of this Contract, the Project and each and every part and appurtenance thereof within the time stated in the Contract, or within such further time as may have been granted in accordance with the provisions of this Contract, then the Contractor shall and hereby agrees to pay the Owner for each and every calendar day that he is in default on time to complete the work in the amount of 0.10% (one tenth of one percent) of the Total Price Bid in the Proposal, provided, however, that if said Total Price Bid is less than $200,000.00 the amount shall be $200.00, which said amount per day is agreed upon by the parties hereto to be liquidated damages, not a penalty. The Owner shall recover said damages by deducting the amount thereof from any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, then the Contractor or his Surety shall pay the amount due.

1.9.8 MANDATORY NON-BINDING MEDIATION

In accordance with N.J.S.A. 40A:11-50, any controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, shall be submitted to mandatory, non-binding mediation. The mediator will be appointed as provided by, and in accord with the Rules of the American Arbitration Association. The mediation shall be governed by the American Arbitration Association Construction Industry Rules. In the event the parties are unable to resolve the matter as a result of the mediation process, jurisdiction in this matter shall be under the New Jersey Superior Court, and venue shall be in the County where the work is performed.

1.9.9 DAMAGES FOR DELAY

In no event shall damages for delay be permitted by the Contractor against the Owner under the provisions of the Contact Documents or in connection with the project for any reason, except where the delay is the result of the Owner's bad faith, active interference, tortious conduct, or other public concern recognized by the Courts. The Contractor's sole remedy shall be an extension of time to complete the project.

DIVISION 1
GENERAL CONDITIONS

SECTION 10
WARRANTY AND GUARANTEE:
TESTS AND INSPECTIONS

1.10.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the Owner and the Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Section 8 of these General Conditions.

1.10.2 ACCESS TO WORK

The Engineer and the Engineer's representatives will have access to the Work at all times for their observations. Other representatives of the Owner, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspection and testing. The Contractor shall provide proper and safe conditions for such access.

1.10.3 TESTS AND INSPECTIONS

The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests or approvals.

If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with all inspections, tests and approvals required by the Contract Documents and any inspection or testing required in connection with the Engineer's review and the Owner's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to the Owner, and the Contractor.

Neither observations by the Engineer nor inspections, tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

1.10.4 UNCOVERING WORK

If any Work is covered without the concurrence of the Engineer or if in the Engineer's opinion the covered Work could be defective, the Engineer can direct the Contractor to uncover the Work for the purpose of observation and/or testing. The Contractor shall uncover and restore the Work at his expense.

1.10.5 2 YEAR GUARANTEE PERIOD

The contractor shall guarantee all labor and materials for a period of two (2) years from the date of substantial completion except as otherwise stipulated in the "Award of Contract." The contractor shall make all needed repairs as the work progresses during the guarantee period. The contractor shall file with the Owner an approved general maintenance bond as described in Section 1.4.6 of these Specifications.

Should the contractor fail to make the necessary repairs during the guarantee period immediately after due notice from the Engineer, the Owner may proceed in making the aforesaid needed repairs and recover the costs from the general maintenance bond; provided, however, that in case of emergency, wherein the opinion of the Engineer it would cause serious loss or damage, the Owner may make repairs without previous notice and at the expense of the Contractor.

DIVISION 1
GENERAL CONDITIONS

SECTION 11
MODIFICATIONS TO CONTRACT

1.11.1 CHANGES IN CONTRACT QUANTITIES

Without invalidating this Contract, the Owner may, at any time or from time to time, order changes so as to increase or decrease the quantities of Work to be performed or materials to be furnished under the various items scheduled in the Proposal, and the Engineer will prepare Change Orders to cover such changes. The Change Orders shall show in detail the kind and quantity of Work to be performed or omitted or of materials to be furnished or omitted, the amount to be added to or deducted from the Contract Amount for each scheduled item increased or decreased by the Change Order, the adjusted Contract Amount, and the number of days, if any, that will be added to or deducted from the time for completion stipulated in the contract on account of the added or decreased work covered by the Change Order. Upon receipt of such a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If the Contractor refuses to accept such Change Orders, he may be declared in default.

- Contracting unit may increase or decrease the quantity of work to be performed by the contractor

- If the quantity of a pay item:

  - Is cumulatively increased or decreased by 20% or less from the bid proposal quantity, the quantity change is considered a minor change in quantity.
    - The contracting unit must make payment for the quantity of the pay item performed at the bid price for the pay item
  - Is cumulatively increased or decreased by more than 20% from the bid proposal quantity, the quantity change is considered a major change in quantity.

- For major increase:

  - The contracting unit or the contractor may request to renegotiate the price for the quantity in excess of 120% of the bid proposal.
  - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid.**

- For major decrease:

  - The contracting unit or the contractor may request to renegotiate the price for the quantity of work performed

- If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid**. Provided that the contracting unit does not make a payment in an amount that exceeds 80% of the value of the bid price multiplied by the bid proposal quantity.

1.11.2 CHANGES IN SCOPE OF WORK

It is understood and agreed that the Owner and the Contractor may enter into Change Orders for the Contractor to furnish materials or perform work of a kind not susceptible to classification under any of the items scheduled in the Proposal. If the Contractor fails to accept such a Change Order, the Owner may have the materials furnished or the work performed by others and the Contractor shall be governed by the conditions set forth in Article 1.5.22.

1.11.3 CHANGE IN CHARACTER OF WORK

The law defines "material change" as a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date or both.

Contract must include the following material change provisions:

- If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor must notify the contracting unit in writing. The contractor must continue to perform all work on the project that is not the subject of the notice.

- Upon receipt of the contractor's change in character notice the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

- If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

- If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor must continue the performance of all contract work and is entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

1.11.4 CHANGES IN CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price can only be changed by a Change Order. Any claim or an increase in the Contract Price shall be based on written notice delivered to the Owner and the Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty - five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by the Engineer. Upon review of the claim of the Contractor and the recommendations of the Engineer, the Owner will either approve or reject the claim. The decision of the Owner will be issued through the Engineer. Any change in the Contract Price resulting from any claim shall be incorporated in a Change Order.

The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways.

(i) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. Where the quantity of Work differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order will be issued on recommendation of the Engineer to create a new item at the adjusted unit price and delete the old item.

(ii) By mutual acceptance of a lump sum.

(iii) On the basis of the Cost of the Work (determined as provided in Article 1.11.4).

1.11.5 COST OF WORK: METHOD OF COMPUTING

Such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

(i) Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Owner and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and

foremen at the site. The premium expenses of performing Work after regular working hours, on Sundays or legal holidays, shall be excluded unless authorized by the Owner.

(ii) Cost of all materials and equipment furnished and incorporated in the Work.

(iii) Payments made by the Contractor to subcontractors for Work performed by the Subcontractors. The Subcontractor's Cost of the work shall be determined in the same manner as the Contractor's Cost of the Work.

(iv) Rentals of construction equipment and machinery for the time actually in use in performance of the extra work.

(v) Cost of premiums for additional Bonds and insurance required because of changes in the Work.

(vi) The Contractor's Fee allowed to the Contractor for overhead and profit shall be determined as follows:

- For cost incurred under items (i) and (ii) the Contractor's Fee shall be ten percent.
- For costs incurred under item (iii) the Contractor's Fee shall be five percent; and the maximum allowable to the Subcontractor as a fee shall be ten percent.
- No fee shall be payable on the basis of costs itemized under items (iv) and (v).

1.11.6 CREDIT FOR CHANGES RESULTING IN NET DECREASE

The amount of credit to be allowed by the Contractor to the Owner for any change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

1.11.7 CHANGE IN CONTRACT TIME

The Contract Time can only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be reviewed by the Engineer. Upon review of the claim of the Contractor and the recommendations of the Engineer the Owner will either approve or reject the claim. The decision of the Owner will be issued through the Engineer. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided herein. Such delays shall include, but not be limited to acts or neglect by the Owner or others performing additional Work

as contemplated by Article 1.5.22, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

In the event that a Claim for an extension in contract time is made based upon weather conditions, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term 'historical data' as used in the proceeding sentence shall be constructed according to this formula. Average rainfall (or snow or low temperature) for the past five (5) years for the month in question, plus ten percent (10%). In other words, weather is not deemed to be unusually severe unless it is ten percent (10%) worse than the average for that month over the last five (5) years.

1.11.8 FIELD ORDERS

The Engineer may recommend minor changes in the Work not involving any adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Owner, and also on the Contractor who shall perform the change promptly.

1.11.9 ADDITIONAL WORK PERFORMED WITHOUT AUTHORIZATION

Additional work performed without authorization of a change order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 1.5.13.

1.11.10 VALUE ENGINEERING

P.L. 2005, c. 67 authorized a form of change orders called "Value Engineering Construction Change Orders" for certain construction projects. The law (N.J.S.A. 40A:11-16.6) affects construction contracts for structures or other improvements to real property, other than work affecting a public building, that exceed $5,000,000. This includes most public works projects, such as utility and environmental systems, road construction and repair, etc., but not building construction, improvements, or renovation.

The intent of Value Engineering is to share with the Contractor any cost savings generated on the Contract as a result of a proposal or proposals offered by the Contractor and approved by the Owner. The purpose is to encourage the use of Contractor's ingenuity and experience in arriving at alternative, lower cost or time-saving construction methods other than those reflected in the Contract Documents, by the sharing of savings resulting therefrom. The proposals contemplated are those that could produce a savings to the Owner without, in the judgment of the Owner's Engineer and approved by the Owner, impairing essential functions and characteristics of the Project or a portion of the Work involved. They include but are not limited

to safety, service life, stage construction, economy of operation, ease of maintenance, and desired appearance.

An initial submission is required to use the Value Engineering process. The initial proposal shall outline the general technical concepts associated with the proposal and the estimated savings that will result. The initial proposal will be reviewed by the Engineer and, if found to be conceptually acceptable, approval to submit a final proposal will be granted by the Owner. A finding of conceptual acceptability of the initial proposal in no way obligates the Owner to approve the final proposal. The Contractor shall have no claim against the Owner or Engineer as a result of the rejection of any such final proposal. The contractor shall be liable for all reasonable costs incurred by the Owner for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor, both intial and final.

Final proposals will be considered only after Owner approval of the initial proposal. Final proposals will not be considered if submitted after 50 percent completion of the Work has occurred, based on monthly estimates amounting to more than 50 percent of the total Contract price (subject to any approved adjustments), unless the remaining Contract Time is one year or more. As a minimum, the following materials and information shall be submitted with each final proposal plus any additional information requested by the Owner:

a. A statement that the final proposal is submitted as a Value Engineering proposal.

b. A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of safety, service life, economy of operations, stage construction, ease of maintenance, and desired appearance.

c. Complete plans, specifications, and calculations showing the proposed revisions relative to the original Contract features and requirements. All plans and engineering calculations shall bear the signature of a Professional Engineer licensed to practice in the State.

d. A complete cost analysis indicating the final estimated costs and quantities to be replaced by the proposal, the new costs and quantities generated by the final proposal, and the cost effects of the proposed changes on operational, maintenance, and other considerations.

e. A specific date by which a Change Order adopting the final proposal must be executed so as to obtain the maximum cost reduction during the remainder of the Contract. This date must be selected to allow the Owner ample time, usually a minimum of 45 days, for review and processing a Change Order. Should the Owner find that insufficient time is available for review and processing, it may reject the final proposal solely on such basis.

f. A statement as to the effect the final proposal has on the Contract Time.

g. A description of any previous use or testing of the final proposal on another Owner project or elsewhere and the conditions and results therewith. If the final proposal was previously submitted on another Owner project, indicate the date, the project, and the action taken by the Owner.

The Owner shall have the sole discretion to approve or disapprove a value engineering construction proposal.

The Contractor is cautioned not to base any bid prices on the anticipated approval of a proposal and to recognize that such proposal may be rejected. In the event of rejection, the Contractor is required to complete the Contract according to the original Plans and Specifications and the prices initially bid and accepted by the Owner.

The Contractor shall make no claim against the Owner or Owner's agents for any costs or delays due to the Owner's rejection of a proposal, including but not limited to development costs, anticipated profits, or increased materials or labor costs resulting from delays in the review of such proposal.

If the proposal is accepted, the changes will be authorized by Change Order as described herein. The changes will be incorporated into the Contract by adjustments in the quantities of pay items or additional items, as appropriate, according to the Specifications.

The Contractor is required to comply with all requirements set forth in N.J.S.A. 40A:11-16.6.

DIVISION 1
GENERAL CONDITIONS

SECTION 12
MEASUREMENT, PAYMENT AND COMPLETION

1.12.1 MEASUREMENT OF QUANTITIES

All Work completed under this contract will be measured for payment by the Engineer in United States standard measures in accordance with the units of measure set forth in the Form for Proposal as further described in the Specifications.

1.12.2 SCOPE OF PAYMENT

The Contractor hereby agrees to accept payment as provided in the Agreement as full payment for performing and completing the Project, for furnishing all labor, materials, equipment, transportation and all else necessary therefore, for all incidental expenses in connection therewith, for all loss by damage to or destruction of the Project due to any cause whatsoever, for all additional expenses on account of unforeseen difficulties encountered, for settlement of claims, and for replacement of defective work and materials for one (1) year after acceptance of the Project by the Owner.

1.12.3 PAYMENT SCHEDULE

The Contractor shall be entitled to a partial payment for each full month that work is performed under this Contract. The first period for which the Contractor shall be entitled to a payment will end on the last working day, weekends and holidays excluded, of the first month during which the Contractor has made significant progress in accordance with the Schedule of Work. For the purpose of this Article "significant progress" shall indicate that the Contractor has commenced work under this Contract prior to the tenth calendar day of the month and, in the opinion of the Engineer, the Contractor has consistently provided adequate labor, materials and equipment to complete the Work in an acceptable manner in accordance with the Schedule of Work approved by the Owner. Each payment period thereafter for which the Contractor shall be entitled to payment will end on the last working day, weekends and holidays excluded, of each subsequent month.

On the last working day of each payment period, the Contractor and the Engineer shall review the Work performed under the Contract and shall concur on the quantity measurements for each item of work on which the Engineer's recommendation for payment will be based. Within ten (10) calendar days thereafter, the Engineer will prepare his recommendation for payment which shall be submitted to the Owner and the Contractor. The Contractor shall submit his billing in accordance with the Engineer's recommendation for payment to the Owner in the proper form prescribed by the Owner. Upon receipt of the Contractor's billing, the Owner will

review it for compliance with the Engineer's recommendation and, if acceptable, process it for payment.

1.12.4 PAYMENT

Payment will be made for the actual quantity of authorized Work performed by the Contractor under each item scheduled in the Proposal at the respective unit price bid therefore, and under approved Modifications to the Contract, if any, at the price or prices stipulated therein. Payment will be made only on the basis of whole units of Work completed. No payment will be made for items of Work partially completed.

Payment will be made for materials and equipment not incorporated in the Work but delivered and suitably stored at the site provided that such materials and equipment are adequately secured and protected to the satisfaction of the Owner and the Engineer and the request for such payment is accompanied by a copy of the original invoice from the supplier or manufacturer and a certified copy of the receipt from the same for full payment by the Contractor.

For any Contract or Agreement for which the Total Original Contract Amount Award is $100,000.00 or less, the Owner will withhold from each partial payment, an amount equal to ten percent (10%) of the total value of the work completed plus the value of any materials or equipment for which payment is authorized.

For any Contract or Agreement for which the Total Original Contract Amount Award is $100,000.01 or greater, the Owner will withhold from each partial payment, an amount equal to two percent (2%) of the total value of work completed plus the value of any materials or equipment for which payment is authorized.

When the Total Contract amount exceeds $100,000.00, the Contractor may agree to the withholding of payments in the manner prescribed herein, or may deposit with the Owner negotiable bearer bonds of the State of New Jersey, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld. The nature and amount of such bonds or notes to be deposited shall be subject to approval by the Owner. The value of such bonds or notes shall be par value or current market value, whichever is lower. Any interest accruing on such bonds or notes shall be returned to the Contractor upon fulfillment of the terms of the Contract and final acceptance by the Owner.

1.12.5 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any billing for Payment, whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances.

1.12.6 WITHHOLDING OF PAYMENT

The Owner may refuse to make any payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any payment previously recommended to such extent as may be necessary to protect the Owner from loss because:

- the Work is defective, or completed Work has been damaged requiring correction or replacement,
- written claims have been made against the Owner or Liens have been filed in connection with the Work, including claims for loss, damage or injury caused by negligence or omission of the Contractor,
- the Contract price has been reduced because of Modifications,
- the Owner has been required to correct defective Work or complete the Work in accordance with Article 1.8.8,
- the Contractor has unsatisfactorily prosecuted the Work in accordance with the Contract Documents,
- the Contractor has failed to make payment to subcontractors, or for labor, materials or equipment, or
- the Contractor has failed to provide the necessary tests and certifications required by the Contract Documents.

1.12.7 FINAL PAYMENT AND ACCEPTANCE

If, on the basis of the Engineer's observations of the Work during construction and final review of the completed Work by the Owner and the Engineer, in accordance with Article 1.8.5, the Owner and the Engineer are satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, the Engineer shall within ten (10) days of final review prepare a final estimate of payment due the Contractor including retainage withheld from previous partial payments and the Work performed under the Contract. Upon receipt of the final estimate, the Contractor shall prepare and submit his final billing, in the manner prescribed by the Owner accompanied by all Bonds, Certificates of Insurance, Warranties, Certifications and Other Documentation required by the Contract Documents. Upon receipt of the Contractor's billing, the Owner shall review it for compliance with the recommendations of the Engineer, and if acceptable, process if for payment.

1.12.8 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any partial or final payment

by the Engineer, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

1.12.9 WAIVER OF CLAIMS

The making and acceptance of final payment shall constitute:

(i) a waiver of all claims by the Owner against the Contractor, except claims arising from unsettled liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the Owner of any rights in respect of the Contractor's continuing obligations under the Contract Documents; and

(ii) a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

1.12.10 PROMPT PAYMENT ACT

The Owner will issue timely payments to Contractors in accordance with the requirements of "The Prompt Payment Act", N.J.S.A. 2A:30A-1, et. seq. The bidders are hereby notified that the Owner, as a public entity, requires all payments to be approved at scheduled public Council/Committee meetings. The vote on authorization for payments will be made at the first public meeting of the Council/Committee following the Council's/Committee's receipt of the Engineer's authorization for payment, and paid during the subsequent payment cycle. Disputes regarding whether the Owner has made payments in accordance with the Prompt Payment Act, may be submitted to mediation.

1.12.11 PROJECT CLOSEOUT CERTIFICATIONS

Upon successful completion of the project, the Contractor shall supply the Engineer with certain documents prior to release of retainage and final payment, certifying that all work of, related to and equipment supplied to complete the project is guaranteed and is free and clear of all liens, claims, security interests and encumbrances; that full payment has been made to all subcontractors for labor, materials and equipment incorporated into the work; that all claims against the Contractor have been settled; that all documentation related to Certified Payrolls has been appropriately submitted to Local and State officials; and that the work is guaranteed for a period of two years via the submission of a Maintenance Bond or approved method of guarantee.

DIVISION 1
GENERAL CONDITIONS

SECTION 13
LAWS, ORDINANCES AND REGULATIONS

1.13.1 COMPLIANCES

The Contractor shall familiarize himself with, review, observe and comply with all Federal and State rules and regulations, and all local ordinances that affect those engaged or employed on the Project, the materials or equipment used, or the conduct of the Work. In all subcontracts and agreements entered into by the Contractor pursuant to this Contract the Contractor shall incorporate requirements for compliance with all conditions contained herein.

1.13.2 NON-DISCRIMINATION

The parties to this Contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of the Contract and are binding upon them.

1.13.3 AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYMENT

All Contractors and Subcontractors shall provide evidence of compliance with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:37 et seq. regarding Affirmative Action and Equal Employment Opportunity for Goods, General Services, Professional Services and Construction Contracts, Exhibit A or Exhibit B, whichever applies, prior to the award of contract and in accordance with the Affirmative Action Compliance Notice shown on Page AAC-1 herein.

1.13.4 AMERICAN GOODS

Unless otherwise specifically provided in the Contract with respect to any material which the Owner may deem advisable to except, only domestic materials and manufacture and farm products of the United States shall be used.

1.13.5 CONSTRUCTION SAFETY ACT

All Contractors and Subcontractors shall adhere to the Construction Safety Act, N.J.S.A. 34:5-166 et seq., and all subsequent amendments thereto.

1.13.6 APPLICABILITY OF NEW JERSEY PREVAILING WAGE ACT

The provisions of the New Jersey Prevailing Wage Act (Chapter 150, Laws of 1963, as amended by Chapter 64, Laws of 1974) are applicable to every or Municipal Contract in excess

of $16,263.00 or School Board, Utility or Sewerage Authority Contract in excess of $2,000.00 All workmen employed by the Contractor or any subcontractor in the performance of this Contract shall be paid rates of wages not less than those stated in the Prevailing Wage Rate Determination of the New Jersey Department of Labor and Industry in Division 1, Section 14, of these Specifications. If it is found that any such workman has been paid a lesser rate of wages, then the Owner may terminate the Contractor's or subcontractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay the required rate of wages, and call upon the Surety to complete the work or complete it by other means, as it may elect. The Contractor and his Surety shall be liable to the Owner for any excess costs occasioned thereby.

1.13.7 POSTING OF WAGE RATES

The Contractor and his subcontractors shall post the prevailing wage rates as determined by the Department of Labor and Industry for each craft and classification of workmen involved in the performance of the Project, and the effective dates of any changes thereof, in prominent and easily accessible places at the site of the work at such place or places as are used by them to pay workmen their wages.

1.13.8 CONTRACTOR'S AND SUBCONTRACTOR'S STATEMENTS

Before final payment will be made for the work of this Contract, the Contractor and each subcontractor shall furnish to the Owner a written statement certifying to the amounts then due on account of the Contract. The statements shall set forth the names of all persons whose wages are unpaid and the amount due each, respectively. The statements shall be in a form satisfactory to the Department of Labor and Industry, and they shall be verified by the oath of the Contractor or subcontractor that he has read the statement subscribed by him, that he knows the contents thereof and that the same are true of his own knowledge.

1.13.9 PAYROLL RECORDS

The Contractor and every subcontractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each workman employed by him in connection with this Contract. All such records shall be preserved for two (2) years from the date of final payment. Certified payroll sheets shall be delivered to the Owner on a monthly basis and available for public inspection.

1.13.10 PUBLIC WORKS CONTRACTOR REGISTRATION

No Contractor is permitted to bid on this contract unless they are registered at the time of the bid pursuant to the New Jersey Public Works Contractors Registration Act, NJSA 34:11-56.48 et. seq. No Contractor shall list a Subcontractor in the bid proposal unless the Subcontractor is also registered pursuant to the Act 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 work under this contract, unless the Contractor or Subcontractor is registered

pursuant to the Act. Each Contractor shall, after the bid is made and prior to the award of the Contract, submit to the Owner, the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration. A copy of the Contractor's current certificate of registration must be submitted with the bid proposal.

1.13.11 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

No Contractor is permitted to bid on a Contract unless the contractor is registered pursuant to the New Jersey Business Registration Act, NJSA 52:32-44 et. seq. No Contractor shall list a Subcontractor in the bid proposal unless the Subcontractor is also registered pursuant to the Act at the time the bid is made. Applications for registration shall not be accepted as a substitute for a Business Registration Certificate. A copy of the Contractor's and all listed subcontractors' current Business Registration Certificate must be submitted prior to contract award, however it is strongly recommended that the contractor submit all certificates with their proposal.

The Contractor shall provide written notice to their Subcontractors and Suppliers 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 Owner, the Contractor shall submit an accurate list and 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 (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the 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 these 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 the contracting agency.

1.13.12 AMERICANS WITH DISABILITIES ACT OF 1990

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* 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 there unto, 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 that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

1.13.13 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

Bidders are advised that of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives Contracts in excess of $50,000 from public entities in a calendar year. It is the Bidder's responsibility to determine if

filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

1.13.14 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidders are advised that, pursuant to Public Law 2012, c.25, any person or entity that submits a proposal to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter_25List.pdf. Proposers must review this list prior to completing the certification. Failure to complete the certification will render the proposal non-responsive.

1.13.15 NEW JERSEY ANTI-DISCRIMINATION PROVISIONS (N.J.S.A 10:2-1 et seq.)

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

DIVISION 1
GENERAL CONDITIONS

SECTION 14
WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Rates are to be utilized for this project. The current rates can be found at https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html. The Contractor is responsible for obtaining and utilizing the Wage Rates applicable at the time of construction. Questions regarding specific Wage Rates should be directed to the New Jersey Department of Labor and Workforce Development Division of Wage and Hour Compliance at 609-292-2305.

DIVISION 1
GENERAL CONDITIONS

SECTION 15
FEDERAL LABOR-STANDARDS

1.15.1 APPLICABILITY

The project or program to which the work covered by this Contract pertains is being assisted by agencies of the Federal Government for the United States of America and the following Federal Labor-Standards Provisions and other Federal Regulations are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1.15.2 WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deducation or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickbacks Act hereinafter identified), the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Municipality for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonable anticipated under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of Section 5.5 (a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

1.15.3 UNDERPAYMENTS OF WAGES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Municipality, in addition to such other rights as may be affored it under this Contract, may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Municipality, for and one account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due, or on their behalf to plans, funds or programs for any

type of fringe benefit prescribed in the applicable wage determination.

1.15.4 ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payment to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of the costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determiniation decision of the Secretary of Labor which is a part of this Contract: Provided however, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Municipality with the first payroll filed by the Contractor subsequent to receipt of the findings.

1.15.5 OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, as the case may be.

b. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph "a", the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph "a", in the sum of ten dollars ($10) for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph "a".

c. Withholding for liquidated damages. The Municipality may withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph "b".

d. Subcontract. The Contractor shall insert in any subcontracts the clauses set forth in

paragraph "a", "b", and "c" of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontractor that may in turn be made.

1.15.6 EMPLOYMENT OF APPRENTICES/TRAINEES

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or when a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program but who has been certified by the Bureau of Apprenticeship and Training or a State Apprentices Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor or subcontractor as to his entire work force under the registered program. Any employee ratio permitted to the Contractor or subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not a trainee as defined in paragraph "b" of this Section or is not registered or otherwise employed as stated above shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the City's labor-standards officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices, as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates for the area of construction), prior to using any apprentices, as well as the appripriate ratios and wage rates (expressed in percentages of the journeyman hourly rates for the area of construction), prior to using any apprentices on the Contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

b. Trainees. Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level or progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the City's labor-standards officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable

predetermined rate for the work performed, until an acceptable program is approved.

c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this Section shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

1.15.7 EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

1.15.8 REGULATIONS PURSUANT TO THE SO-CALLED "ANTI-KICKBACK ACT"

The Contract shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat.862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof. (See Attachment No. 1)

1.15.9 EMPLOYMENT OF LABORERS OF MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Municipality and a report of the action taken will be submitted by the City, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the City, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

1.15.10 FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Municipality will require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, than an hourly cash equivalent thereof be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the City, shall be referred, through the Secretary of the appropriate Federal Agency to the Secretary of Labor for determination.

1.15.11 POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deduction, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

1.15.12 COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary or other labor-standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor-standards applicable under this Contract to this employer.

1.15.13 CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Municipality, for referral by the latter, through the Secretary of the appropriate Federal Agency, to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

1.15.14 QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor pursuant to said Acts, or (e) the labor-standards provisions of any other pertinent Federal statute, shall be referred, through the Municipality, for referral by the appropriate Federal Agency, to the Secretary of Labor, United States Department of Labor, for appropriate ruling or interpretation by said Secretary of Labor which shall be authoritative and may be relied upon for the purposes of this Contract.

1.15.15 CONTRACTOR PAYROLLS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instruction to be furnished by the Municipality. The Contractor shall submit weekly to the Municipality two certified copies of all payrolls of the Contractor and the subcontractors, if being understood that the Contract shall be responsible for the submission of

copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the appropriate Federal Agency, the Municipality, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

1.15.16 SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor-Standards Provisions are applicable.

1.15.17 INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Municipality prior written approval of the subcontractor. The Municipality will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or the Secretary of appropriate Federal Agency, to receive an award of such subcontract.

1.15.18 EQUAL EMPLOYMENT OPPORTUNITY

(1) <u>If the Contract amount is $10,000 or less, the following conditions shall apply</u>:

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The contract will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

(2) <u>If the Contract amount exceeds $10,000, the following conditions shall apply:</u>

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or 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 Municipality setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

a notice to be provided by the Municipality advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the appropriate Federal Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the portion of the sentence immediately preceding paragraph "a" and the provisions of paragraphs "a" through "g" of this Article 1.15.8 (2) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisons will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the appropriate Federal Agency may direct as a means of enforcing such provisions including sanctions for noncompliances: Providing, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the appropriate Federal Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.15.19 UTILIZATION OF LOWER INCOME RESIDENTS AND BUSINESS CONCERNS IN PROJECT AREA ("SECTION 3" REQUIREMENTS)

a. The Contractor and each subcontractor shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the regulations issued pursuant thereto at 24 CFR, Part 135, and all rules and orders of the Department of Housing and Urban Development issued

therunder prior to the execution of the Contract. The said Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to the lower income residents of the project area, and that, to the greatest extent feasible, contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b. The Contractor shall cause the "Section 3 clause" (a copy of which is attached and herein incorporated by reference) to be included in every subcontract for work in connection with the project. (See Attachment No. 2)

c. Prior to award of the Contract, the Contractor shall certify to the Municipality that he is under no contractual or other disability that would prevent him from complying with the aforesaid Section 3 requirement.

d. The Municipalities will provide such copies of 24 CFR, Part 135, as may be necessary for the information of praites to contracts required to contain the Section 3 clause.

1.15.20 NOTICE OF REQUIREMENTS FOR AFFIRMIATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein, which shall apply to all contracts and subcontracts awarded in exces of $10,000.00.

b. The goals and timetables for minority and female participation, expressed in percentate terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade (percent)	Goals for female participation in each trade (percent)
N.A.	17.3	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity

Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction Subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor, employer identification number, estimated dollar amount of the Subcontract, estimated starting and completion dates of the Subcontract, and the geographical area in which the Contract is to be performed.

1.15.21 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a. as used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted:

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasure Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any Black African racial groups not of Hispanic origin):

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or

South American or other Spanish Culture or origin, regardless of race):

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia the Indian Subcontinent, or the Pacific Island): and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participations or community identification).

b. Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically include in each Subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

c. If the Contractor is participating (pursuant to 41 CGR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations, under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors of subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The Contractors shall implement the specific affirmative action standards provided in paragraphs g 1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in

meeting the goals such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effect to achieve maximum results from its actions. The Contractors shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project, The Contract shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of the carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources, and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respoect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprentice ship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under paragraph a(2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority; and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligation under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically indluding minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

(11) Validate all tests and other selection requirements where there is an obligation to do so under CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training etc. such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction Contractors and supplies, including circulation of solicitations to minority and female Contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g 1 through 16). The efforts of a contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraph g1 - g16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

l. The Contractor shall carry out such sanctions and penalities for violations of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office in violation of these specifications and Executive Order 11246, as amended.

m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at lease as extensive as those standards prescribed in paragraph g of these specifications so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employees identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be constructed as a limitations upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

1.15.22 CONTRACTOR'S AND SUBCONTRACTOR'S CERTIFICATIONS

a. Within ten (10) days after execution of the Contract, the Contractor shall furnish the Municipality with two (2) fully executed copies of his "Certification Concerning Labor Standards and Prevailing Wage Requirements", and "Equal Opportunity Certification"

b. The Contractor shall obtain and furnish to the City all required "Subcontractor's Certifications Concerning Labor Standards and Prevailing Wage Requirements", and "Equal Opportunity Certification" from all Sub Contractors performing work under this Contract.

c. The City will provide the required certification forms from the appropriate Federal Agency providing funding for the Project at the time that the Contract is awarded.

1.15.23 PROVISIONS TO BE INCLUDED IN SUBCONTRACTS

The Contractor shall include or cause to be included in each Subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor-Standards Provisions, and also a clause requiring the Subcontractors to include such provisions in any lower tier Subcontracts which they may enter into, together with a clause requireing such insertion in any further Subcontracts that may in turn be made.

1.15.24 BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

In addition to the causes for termination of this Contrat as herein elsewhere set forth, the Municipality reserves the right to terminate this Contract or any Subcontractor whose Subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor-Standards Provisions. A breach of these Federal Labor-Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

ATTACHMENT NO. 1 TO FEDERAL LABOR-STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaced section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.
sec. 276b) pursuant to theAct of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any

other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or buildign or work financed in whole or in part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter ser forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OF PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 3-1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or builidings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959) and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the

wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitaion, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power-lines, pumping station, railways, airports, terminals, docks, piers wharves, ways lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work of the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages", regardless of any contractural relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other class relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a

corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is benefically owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classsifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosection, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording, Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contractor of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions on the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge of

Section 3.5 Payroll deductions permissible without application to or approved of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayments is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, of employment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Section 516.25(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontract, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees and

(d) The deduction serves the conveniences and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under section 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the constractor or subcontractor to comply with such of the regulations in this parts as may be applicable. In this regard, see section 5.5 (a) of this parts subtitle.

ATTACHMENT NO. 2 TO FEDERAL LABOR-STANDARDS PROVISIONS

"SECTION 3 CLAUSE" OF THE
HOUSING AND URBAN DEVELOPMENT ACT OF 1968
12 USC 1701u

24 CFR, section 135.20(b)

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said section 3 and the regulations issured pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to th subcontract upon a finding that the subcontractor is in violation of regulations issued by th Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, it successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

DIVISION 2
EARTHWORK

SECTION 1
CLEARING SITE

2.1.1 DESCRIPTION

Clearing site shall include the work of clearing the site of the project, grubbing, removing structures and other work as herein described, all in accordance with the Plans and Specifications.

2.1.2 MATERIALS

Paint required for cuts on trees, where branches have been removed, shall be an asphalt base paint, prepared for tree surgery and approved by the Engineer.

2.1.3 METHODS OF CONSTRUCTION

Within the limits of the site of the Project and outside thereof within slope areas to be graded, or as otherwise prescribed, the ground surface shall be cleared of trees, brush, weeds, roots, matted leaves, structures, debris and other unsuitable matter before construction work is commenced, except that trees which do not interfere with the Project, in the opinion of the Engineer, shall not be removed but shall be protected during the progress of the work. Tree stumps shall be grubbed out for all trees removed.

Material accumulated by clearing, grubbing, removal of structures and cleaning out as above described shall be disposed of by the Contractor in a manner satisfactory to the Engineer and in conformance with Federal, State and local regulations.

2.1.4 QUANTITY AND PAYMENT

The quantity of Clearing Site, for which payment will be made, will be all the work required as described in 2.1.3 for the area shown on the plan or as directed by the Owner.

Payment for Clearing Site will be made on a lump sum basis at the lump sum price bid for the item Clearing Site in the Proposal which price shall include the cost of clearing, grubbing, removal of structures and disposal of accumulated materials, all as above described; all materials, labor, equipment and all else necessary therefore, and all other in connection therewith and incidental thereto.

DIVISION 2
EARTHWORK

SECTION 2
SOIL EROSION CONTROL

2.2.1 DESCRIPTION

Soil Erosion Control shall include the installation and maintenance of inlet sediment control devices and the carrying out of such other soil erosion control measures as may be described elsewhere herein, or shown on the Plans.

All soil erosion and sediment control facilities shall be constructed in conformance with the New Jersey Standards therefore.

2.2.2 CONSTRUCTION SEQUENCE

For purposes of soil erosion control, the Contractor shall adhere to the following construction sequence:

1. Install inlet sediment control devices on existing inlets before disturbing any ground or pavements on the site.

2. Install silt fence adjacent to construction area in the locations shown on the plans or as directed by engineer.

3. Complete underground utilities reconstruction with as little disruption of paved and stable surfaces as possible. Add sediment control devices to new inlets as they are built. Construct temporary cold patch pavements when and as required in other Sections of these Specifications.

4. Reconstruct curbs, sidewalks and drive aprons.

5. Stabilize earth areas with sod or other prescribed ground cover.

6. Roadway excavation and repaving. No disturbed soil shall be exposed for a period longer than ten (10) calendar days.

7. Remove inlet sediment control facilities as the ground draining to each inlet is stabilized.

8. Clean all storm drains of silt and debris.

Operations 3, 4, 5 and 6 above, may be in a different sequence from that shown.

2.2.3 INLET SEDIMENT CONTROL

Inlet sediment control devices shall be constructed in accordance with the details in the Plans, and shall be placed where indicated in the Plans. They shall be securely fastened in place, and shall be maintained in good working order by the Contractor as long as they are needed.

A sediment control device no longer needed at one location may be reset at another, provided that it is in good condition and functions properly. All sediment control facilities shall be ultimately removed from the Project site, by the Contractor.

2.2.4 ROADWAY CLEANING

The roads are to be kept clean and dust free. All streets are to be swept daily with a power broom with a water tank or with a water wagon.

DIVISION 2
EARTHWORK

SECTION 3
ON-SITE EXCAVATION

2.3.1 DESCRIPTION

On-site excavation shall include the excavation and removal of all on-site materials as required for construction of the Project, exclusive of those provided for under other items scheduled in the Proposal. On-site excavation shall also include the transportation of excavated materials, the disposal of excavated materials, and other work as herein specified.

On-site excavation shall be unclassified, and shall include the excavation and removal of all earth, rock, boulders, concrete, masonry, small structures, sidewalks, drive aprons, paving, tree roots and other materials which require removal prior to construction of improvements, topsoil stripping, and all other materials encountered, of whatever nature.

2.3.2 METHOD OF CONSTRUCTION

Under proposed paved areas, including roadways, sidewalks, curbs, drive aprons and driveways, topsoil will be stripped completely. Complete topsoil stripping will also be required under and within ten feet (10') of proposed buildings or other structures. Complete topsoil stripping is defined as removal of all topsoil regardless of depth.

Excavation shall be carried to the lines, grades and slopes indicated in the Plans. Where the cellar walls or foundations lie within paved areas, dedicated street rights-of-way, utility rights-of-way, or building areas, the structure shall be completely removed.

When indicated on the Plans, existing concrete slabs and/or asphalt paving shall be saw-cut at the limits of work. This shall be a full depth saw-cut, the purpose of which is to prevent damage to the existing structures and surfaces to remain, and to provide a neat, straight joint between the new and existing construction.

Excavation shall be carried out in such a manner that the site is kept properly drained at all times.

Tree roots shall be removed a minimum of four (4) inches clear of the subgrade. All roots larger than one (1) inch in diameter shall be cut with a saw and treated with an approved tree wound compound.

The contractor shall exercise extreme care when working near existing trees that

are to remain. Any damage shall be promptly repaired by cutting, cleaning and treating as directed by the Engineer. Any tree severely damaged in the opinion of the Engineer shall be removed and replaced. This work shall be done at the Contractor's own expense.

2.3.3 DISPOSAL OF MATERIALS

Except for the specific exceptions listed below, all excavated materials shall become the property of the Contractor, and he shall be responsible for their transportation and disposal. Disposal shall take place at sites provided by the Contractor which are licensed by N.J.D.E.P. to accept the particular material(s).

Surplus soils and soil aggregates shall remain the property of the Owner. Surplus topsoil shall be kept segregated. Topsoil, other soils and soil aggregates shall be hauled and stockpiled by the Contractor at locations designated by the Owner.

Castings, valves, fire hydrants, and similar items which are removed shall, at the Engineer's discretion, remain the property of the Owner. The Contractor shall haul and stockpile the selected items at locations designated by the Owner. Those items not wanted by the Owner shall become the property of the Contractor, and he shall be responsible for their transportation and disposal as described above.

Pavements over which excavated materials are transported shall be maintained clean of such materials at all times.

2.3.4 QUANTITY AND PAYMENT

No specific payment will be made for on-site excavation. The cost thereof shall be included in the prices bid for the items scheduled in the Proposal for which on-site excavation is required.

DIVISION 2
EARTHWORK

SECTION 4
BORROW EXCAVATION

2.4.1 DESCRIPTION

Borrow Excavation shall include the furnishing, transporting, placing and compacting of materials required for embankments or backfills in excess of those obtained from on-site excavation and other excavation and incidental work within the Project site or as otherwise determined required by these Specifications or the Engineer. Undercut and Subgrade Material shall include the excavation and disposal of deleterious material as well as refill with Subgrade Material.

2.4.2 MATERIALS

Borrow material shall be a clean, well graded granular material suitable for embankment; shall be in conformance with NJDOT gradation designation I-8; and shall be approved by the Engineer. The Contractor shall provide the Engineer with a certified sieve analysis of the materials he proposes to use prior to transporting any material to the Project site. The materials shall be taken from sources furnished by the Contractor. All topsoil, brush, sod, weeds and other unsuitable materials shall be removed.

Undercut and Subgrade Material shall be 3/4" clean stone.

2.4.3 METHODS OF CONSTRUCTION

Pavements over which Borrow materials are transported shall be maintained clean of such material at all times.

Placement of material for Borrow Excavation or Undercut and Subgrade Material shall be made in layers not exceeding six inches (6") compacted thickness. Each lift shall be compacted in accordance with Section 2.5 of the Specification prior to constructing the subsequent lift.

2.4.4 QUANTITY AND PAYMENT

No separate or additional payment shall be made for Borrow Excavation. The cost thereof shall be included in the items bid, that required Borrow Excavation, in the Form of Proposal and shall include the furnishing, transporting, placing and compacting the borrow materials, cleaning pavements, and all materials, labor, equipment and all else necessary.

Though specific payment will not be made for Borrow Excavation, the Contractor shall furnish a weigh slip for each truckload delivered and used. Each weigh slip must be completely legible and must clearly show: (1) the type of material delivered, (2) the name of the Project, (3) the date and time of delivery, (4) the gross, tare and net weights, and (5) the signature and official seal of a certified weigh master. Material delivered without such a weigh slip will not be accepted. The moisture content of the material shall not exceed by more than 2% the optimum moisture content as determined and defined by current ASTM Designation D 698, Method C.

DIVISION 2
EARTHWORK

SECTION 5
COMPACTION

2.5.1 GENERAL REQUIREMENTS

All soils and soil aggregate courses shall be compacted to at least 95% of their Maximum Density at a moisture content within 2% of optimum as defined and determined by current A.S.T.M. Designation D-698, Method C.

Included in the areas to be so compacted are:

- All surfaces on which embankments or roadways are to be constructed.
- Each layer of embankment.
- The bottoms of all subsurface structure excavations.
- Each layer of ALL backfills, including trenches.
- All subgrades, including those for sidewalks, curbs, drive aprons, and areas to be planted.
- All dense graded aggregate base and subbase courses.

2.5.2 STRUCTURAL REQUIREMENTS

The Contractor shall supply and install all sand and/or gravel required for fill or as detailed on the Plans or as required to achieve the compaction requirements herein. Deposit such clean fill (free of all debris, rubble, building materials, etc.) in eight (8") inch layers and thoroughly dampen and compact to tight compaction prior to depositing each succeeding 8" layer. Calculation of fill quantities required for structural fill shall be the Contractor's responsibility.

Compaction of structural fill as noted above shall be done with clean, well graded sand and gravel. The compaction shall be tested, at the Contractor's expense, and shall provide at least 95% of maximum standard dry density according to AASHO T99-62 (ASTM D698-ggt). No fill materials shall be placed, spread or rolled while ground or fill is frozen, thawing or excessively wet, or during periods of precipitation. Following precipitation interruptions of fill work, fill operations shall not be resumed until the moisture content and density of all materials are approved by the Engineer. Corrective action will be required where the Engineer's inspection (or tests required of the Contractor by the Engineer) show compaction results are less than those specified. All required corrections shall be the responsibility of the Contractor.

Refer to Division 9, Section 1 for additional structural earthwork requirements.

2.5.3 COMPACTION METHODS AND EQUIPMENT

The Contractor may use whatever methods and equipment he deems best to achieve the required compaction, provided however, that he shall not use any methods or equipment that might cause damage to any above or below ground structures or utilities, either in or adjacent to the Project.

The Contractor shall be responsible for providing, at no additional cost to the Owner, an independent testing laboratory on-site and prior to operations to validate and verify the compaction through testing of the material prior to placement and field verification via density testing. Reports shall be furnished to the Engineer indicating test location and results for each test.

No soils or soil aggregate courses shall be built upon in any manner until they have been compacted to the required density. Any surface or course which is subsequently disturbed in any way that could lessen its density shall be recompacted before proceeding with any construction thereon.

The Contractor shall moisten materials being compacted when and as necessary to achieve optimum moisture content requirements.

2.5.4 QUANTITY AND PAYMENT

No separate or additional payment will be made for compaction; the cost thereof shall be included in the unit prices bid in the Proposal for the various scheduled items for which compaction will be required.

DIVISION 2
EARTHWORK

SECTION 6
EMBANKMENT

2.6.1 DESCRIPTION

Embankment shall include the construction of compacted embankments of suitable materials obtained from the various scheduled items of excavation, at the prescribed locations, to the prescribed lines and grades, and in accordance with the Plans and Specifications.

2.6.2 MATERIALS

Materials used for embankment shall be suitable therefore and shall be free from stumps, wood, brush, sod, rubbish, garbage and other matter that may decay. The primary materials shall be those available from work of excavation within the Project Site. Any such materials wasted or otherwise disposed of by the Contractor shall be replaced with other suitable materials at the expense of the Contractor. When additional material is needed, it shall be obtained from Borrow Excavation.

2.6.3 METHODS OF CONSTRUCTION

All embankments and fills shall be formed in successive layers, not more than six inches (6") thick (compacted thickness), and each layer shall be compacted as specified in Section 2.5 of the Specification.

2.6.4 PAYMENT

No specific payment will be made of the construction of compacted embankment. The cost thereof shall be included in the prices bid for the items scheduled in the Proposal for which compacted embankment is required.

DIVISION 2
EARTHWORK

SECTION 7
SUBSURFACE STRUCTURE EXCAVATION

2.7.1 DESCRIPTION

Subsurface structure excavation shall include excavation and backfill for drains, drain pipes, culverts, sewers, water pipes, conduits, manholes, inlets and similar structures at the required locations, to the prescribed lines and elevations and in accordance with the Plans and Specifications.

2.7.2 MATERIALS

Material shall be a clean, well graded granular material suitable for embankment; shall have a maximum 25% by weight of materials passing a number 200 sieve; shall be in conformance with NJDOT gradation designation I-10 and shall be approved by the Engineer. The Contractor shall provide the Engineer with a certified sieve analysis of the materials he proposes to use prior to transporting any material to the Project site. The materials shall be taken from sources furnished by the Contractor. All topsoil, brush, sod, weeds and other unsuitable materials shall be removed.

2.7.3 METHODS OF CONSTRUCTION

The Contractor shall do all excavation of whatever substances encountered to the limits indicated in the Plans.

Excavation shall not be carried below the prescribed elevations for the foundations of pipes and structures, except where unstable soil is encountered. Where unstable soil is found, the Engineer will indicate to the Contractor the extent of Undercut and Borrow Excavation to be performed in conformance with Section 2.4 of the Specification.

Pipe trenches and pipe bedding shall conform to the details in the Plans. Excavations for manholes and other structures shall have twelve inch minimum clearance on all sides and have the same compacted bedding as shown for pipe. Rocks and boulders in excavations shall be removed within six inches of all pipe structures.

Before laying pipe, the Contractor shall ascertain the locations and elevations of other pipes and subsurface structures that might interfere with the proposed construction and he shall make exploratory excavations when and where necessary to obtain such

information.

Pipe trenches shall not be opened further in advance of laying pipe than the length of pipe the Contractor can reasonably expect to lay in one day.

The Contractor shall do all bracing, shoring and sheathing necessary to prevent failure of the banks of excavations and to protect the work, workmen, public, under and above ground utilities and structures, pavements, and public and private property. No bracing, shoring, or sheeting shall be placed below the bottom of the pipe or structure unless approved by the Engineer. All bracing, sheathing and shoring shall be withdrawn one 6" layer at a time as backfilling proceeds.

Ground adjacent to the excavations shall be graded to prevent water from running in. The Contractor shall remove any water accumulating in excavations by pumping or other means approved by the Engineer.

The Contractor shall provide, install and operate an adequate system of dewatering devices when necessary to stabilize trench bottoms and banks or other excavations, or when necessary to protect the work, workmen, public, under and above ground utilities and structures, pavements, or public and private property. The system shall be removed by the Contractor upon completion of backfill, and the holes remaining shall be backfilled and tightly compacted It is the Bidder's obligation to ascertain by his own investigation when and where dewatering is likely to be needed for the proper execution of the work.

The discharges from all dewatering pumps shall be conducted to storm drains or natural drainage channels in a manner that will not cause damage to any surface, structure or work.

After the structure has been completed, inspected and approved, or, in the case of pipe, after each joint has been made, inspected and approved backfilling shall proceed immediately. The entire backfill, from the bottom of the excavation to proposed finished subgrade, shall be placed in layers of not more than six inches compacted thickness, and each layer shall be compacted as specified in Section 2.5 of the Specification. Puddling of backfills will not be permitted.

Soils which are determined by the Engineer to be suitable for use as embankment materials shall be stock piled on the project site for that use. Stock piles shall be kept neat in appearance and stabilized with rye grass or other methods approved by the Engineer.

All surplus soils and excavated materials which are not suitable for embankment

shall be disposed of by the Contractor in accordance with applicable rules and regulations at no cost to the owner unless otherwise provided for in the specifications.

On trees that are to remain, all roots 1/2 inch in diameter and larger which are damaged by the Contractor shall be cut and treated with an approved tree wound compound. The Contractor shall exercise extreme care when working near existing trees that are to remain. Any damage shall be promptly repaired by cutting, cleaning and treating as directed by the Engineer. Any tree severely damaged in the opinion of the Engineer shall be removed and replaced. This work shall be done at the Contractor's own expense.

2.7.4 QUANTITY AND PAYMENT

No specific payment will be made for subsurface structure excavation. The cost thereof, including the cost of material for backfill and bedding shall be included in the price bid for the related subsurface structure items scheduled for payment in the Proposal.

DIVISION 2
EARTHWORK

SECTION 8
FINE GRADING

2.8.1 DESCRIPTION

Fine Grading is to include protection of the Root Zone Mix from compaction. The contractor is to minimally firm the soil to the consistency needed to place equipment on the surface, with no tracking or depressions from equipment with turf type tires, to complete the project. This shall mean no more than 75-80% of maximum using ASTM D1557.

Fine Grading shall include the distribution of the Root Zone Mix, at the prescribed locations, to the prescribed lines and grades, and in accordance with the Plans and Specifications. Where applicable, the Contractor shall reuse the stripped topsoil on the areas it is stripped from.

Fine grading should be done to bring entire project area to finished grade elevation. All grades shall be approved by the Engineer before proceeding.

If applicable, infield and surrounding areas shall be feathered by Fine Grading at a reasonable slope for sports play, at one percent (plus or minus 0.25 in. over 25 ft.). Wherever the grade changes due to addition of amendments the Contractor is to bring in matching Infield mix.

2.8.2 MATERIALS

Materials being Fine Graded shall be suitable therefore and shall be free from stumps, wood, brush, sod, rubbish, garbage and other matter that may decay. The primary materials shall be those available from work within the Project Site. No such materials are to be wasted or otherwise disposed of by the Contractor. When additional material is needed, it shall be obtained from approved Borrow Excavation, Topsoil, Modified/Imported or Topsoil and Seed, at no additional cost to the Owner.

2.8.3 METHODS OF CONSTRUCTION

All work shall minimize the disturbance to and compaction of the Root Zone Mix with wide track or large rubber tire type of equipment with a footprint of 8.5 psi when loaded.

2.8.4 QUANTITY PAYMENT

No specific payment will be made for Fine Grading. The cost thereof shall be included in the prices bid for the items scheduled in the Proposal for which Fine Grading is required.

DIVISION 3
PAVEMENTS

SECTION 1
MILLING & RECYCLING OF PAVEMENT

3.1.1 DESCRIPTION

The Contractor shall mill out and recycle the existing bituminous pavement. The existing pavement depth may vary. Millings are to be reused on the site for supplementing the existing subbase to the proposed grades and for repairs to the subbase, if required. Millings in excess of those used on the project are to become the property of the Contractor and are to be removed from the site and taken to an appropriate recycling facility. The Contractor shall provide to the Engineer certification of the gross tonnage of material milled and recycled.

Milling and Recycling of Pavement shall consist of the removal of bituminous concrete and subbase to the depth specified or shown on the Plans, compaction of subbase as per Division 2, Section 5 of this Specification, and grading to the profile and cross slope as shown on the Plans or directed by the Engineer.

3.1.2 EQUIPMENT

The milling machine shall be a self-propelled planing, grinding or cutting machine with variable operating speeds, capable of removing bituminous concrete without the use of heat to the depth, profile and cross slope shown on the Plans.

The milling machine shall be equipped with automatic grade controls. The reference system may be either string line or ski type. Use of the automatic grade controls will be required except at intersections and other locations where its use is not practical.

The milling operation, including removal of the milled material, shall be carried out in a manner that will prevent dust and other particulate matter from escaping into the air.

Teeth in the milling drum that become dislodged, broken or unevenly worn shall be replaced immediately with teeth that are of the same length as the remaining teeth in that row.

If the milled material is to be recycled, the milling equipment, where practical, shall be operated in such a manner as to produce milled material of which 95 percent will pass a 2 1/2 inch sieve. The roadway surface shall be cleared of all debris and power broomed to remove fine particles prior to milling. On shoulders before brooming,

any earth berm shall be removed as necessary to expose the full width of the roadway and prevent silt and grass from contaminating the milled material.

3.1.3 EQUIPMENT & METHOD OF CONSTRUCTION

Milling shall start at the low side of the cross section and progress toward the high side. Provisions shall be made for removal of any water that may be trapped due to the milling operation, such as by lateral saw cuts into the shoulder area. In the event that all milled areas which are opened to traffic have not been milled to a flush surface by the end of the work day the longitudinal edges of the milled area, exceeding 1 1/2 inches high, shall be sloped and a smooth transition shall be provided at the transverse edges.

Areas to be milled not accessible to the milling machine shall be removed by other equipment.

Bituminous Concrete below the specified level of milling that becomes dislodged or delaminated shall be removed at no cost to the Owner and replaced with bituminous concrete conforming to these Specifications.

The surface of the milled area shall be swept clean prior to being opened to traffic and prior to the following construction or resurfacing stage. Millings shall be removed from the curb, sidewalk and park strip.

The roadway surface that will be opened to traffic before resurfacing shall be free from gouges, continuous grooves, ridges and delaminated areas and shall have a uniformly textured appearance consisting of discontinuous longitudinal striations which shall not deviate more than 1 inch in 200 feet from a line parallel to the center of the roadway and not to exceed 0.375 inch depth and which shall provide a skid resistance not less than that of the original surface prior to milling and shall permit passage of highway traffic at the posted speed limit without vehicle operators experiencing impaired directional control.

The depth of the completed milling from the original surface to the top of the high spots of the textured surface shall be as shown on the Plans while producing a smooth profile and cross section.

3.1.4 QUANTITY AND PAYMENT

The quantity of Milling and Recycling of Pavement for which payment will be made will be the actual area milled in accordance with the Plans or as directed by the Engineer. Deductions will not be made for areas occupied by manholes or similar structures.

Payment for Milling and Recycling of Pavement will be made for the quantity as above determined, measured in square yards, at the price per square yard bid. The price shall include the cost of cleaning of the roadway surface, removal and disposal of earth

and debris, stockpiling, removal and disposal of bituminous concrete surface and base courses, compaction and regrading of subbase, removal of pavements around inlets, valve boxes and manholes, all labor, equipment and all else necessary therefore and incidental thereto.

DIVISION 3
PAVEMENT

SECTION 2
DENSE GRADED AGGREGATE SUBBASE

3.2.1 DESCRIPTION

Dense Graded Aggregate Subbase shall include the preparation of subgrade for and the construction of subbase at the prescribed locations, to the prescribed lines, grades and dimensions, and in accordance with the Plans and Specifications.

3.2.2 MATERIALS

The material for the subbase shall be Dense Graded Aggregate Base Course, conforming to the current N.J.D.O.T. specifications, except the requirements for moisture content immediately prior to placement. Recycled concrete will be permitted. Before any material is delivered to the project site, the Contractor shall furnish the Engineer with a certification attesting that the material he proposes to use has been tested and does conform to all N.J.D.O.T. requirements for Dense Graded Aggregate Base Course. Only approved material shall be furnished and placed, and only one type of material - i.e., either quarry-processed stone, or blast furnace slag, or crushed gravel - shall be used throughout the Project.

3.2.3 METHODS OF CONSTRUCTION

For all dense graded aggregate subbase, the subgrade shall be properly shaped to the prescribed elevations and contours, and compacted as specified in Section 2.5, before the new course is laid.

The dense graded aggregate shall be spread in a uniform layer (or layers) to obtain the full depth of the specified thickness, when compacted. The material shall be compacted as specified in Section 2.5.

The surface of the finished new subbase shall be smooth and free of defects, and it shall be true to the required grades and contours.

3.2.4 QUANTITY AND PAYMENT

The quantity of Dense Graded Aggregate Subbase for which payment will be made will be the horizontal area actually constructed in accordance with the Plans.

Payment for Dense Graded Aggregate Subbase will be made for the quantity as above determined, measured in square yards at the price per square yard bid for each such item in the Proposal. The price shall include the cost of the subbase or base course in place, compacted and complete, and all materials, labor, equipment and all else necessary and incidental thereto.

DIVISION 3
PAVEMENTS

SECTION 3
BITUMINOUS STABILIZED BASE COURSE, HMA

3.3.1 DESCRIPTION

Bituminous Stabilized Base Course shall include the construction of hot-mixed bituminous concrete base course, on previously constructed foundations, at the prescribed locations, and to the prescribed lines, grades and thicknesses.

3.3.2 MATERIALS AND METHODS OF CONSTRUCTION

All materials and methods of construction for Bituminous Stabilized Base Course shall conform to the requirements of the current Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, latest revision modified and amended as follows:

The Contractor shall be responsible for setting all manhole castings, water valve boxes, curb stops, cleanouts, inlet heads and all other structures and miscellaneous castings to the proper finished grades prior to placing the new surfaces. Unless provided otherwise in the Proposal, the cost thereof shall be included in the prices bid for the bituminous paving items.

Bituminous Stabilized Base Course shall be Stone Mix only, NJDOT Hot Mix Asphalt (HMA) design as specified by the Engineer and in accordance with Section 401 of NJDOT Standard Specifications. No carbonate rock shall be used in the mix design. No recycled concrete shall be permitted.

The Contractor shall submit the job mix formula for the bituminous concrete mixture to the Engineer for approval, before ordering such materials, and he shall provide the Engineer with certifications from the bituminous concrete producer that the materials delivered to the Project conform to the approved job mix formulas.

All bituminous concrete base course shall be constructed to the respective compacted thickness specified.

Soil subbase courses shall be given a prime coat before bituminous-stabilized base course is laid. Each underlying pavement course shall be swept clean and given a tack coat before the next pavement course is laid thereon.

Bituminous concrete pavers with automatic grade and slope controls may be used, but will not be required.

3.3.3 SAMPLING AND TESTING

Testing for conformance with the job mix formula shall be performed by taking extractions at the plant. The testing of the extractions shall be performed by an independent laboratory or at the plant laboratory and witnessed by the Engineer's representative. The samples will be taken at the plant from the loaded trucks and the tests will be performed or witnessed by an independent testing laboratory chosen by the Owner. Approximately one sample will be taken for every 600 tons of material.

The Owner may have drilled cores taken from finished bituminous concrete pavement and base courses, and have them tested for conformance as specified in the above named NJDOT Specification. When samples are taken, all surface and/or base courses disturbed by the sampling shall be restored at the expense of the Contractor. The paving Contractor shall be required to repair the core holes drilled by the testing laboratory with hot mix material and painted with hot asphalt cement. The paving Contractor shall arrange to be at the site at the same time the testing laboratory is drilling the cores. If the paving Contractor cannot arrange this, then he will be responsible for removing the patch installed by the testing company prior to installing the hot mix. No additional payment will be made for the patching of the cores. The cost of patching should be included in the cost of the various Bituminous Concrete Courses in the Proposal.

All sampling and testing will be done by an independent testing laboratory chosen by the Owner. The cost of the laboratory will be paid for by the Owner.

Cores may be taken at random locations selected by the Engineer throughout the Project.

The Engineer may order the removal of any material represented by core samples that does not meet the requirements of every characteristic as outlined in the NJ DOT Specifications. The removal of such unsatisfactory material, repaving with acceptable material, and additional sampling and testing as deemed necessary by the Engineer, shall all be at the expense of the Contractor.

3.3.4 SURFACE REQUIREMENTS

In addition to other surface requirements, if the bituminous concrete base course will be used as a finished surface course, even temporarily, its acceptance will be based upon the extent to which the finished surface retains water. The Contractor shall repair any and all pavement areas which in the opinion of the Engineer are ponding water. The Engineer's evaluation of ponded areas will be made approximately one hour after a rainfall has ceased.

Repairs shall be made by full depth replacement of the course, utilizing the same type of material. All methods of repair shall conform to the recommended procedures of

the Asphalt Institute. All pavement cutting shall be accomplished with an approved asphalt saw. Jackhammer cutting will not be permitted.

3.3.5 QUANTITY AND PAYMENT

The quantities of Bituminous Stabilized Base Course for which payment will be made will be the weight of Bituminous Stabilized Base Course actually constructed in accordance with the Plans or as directed by the Engineer.

Payment will be made for the quantities as above determined, measured in tons, at the respective price per ton bid for Bituminous Concrete Base Course in the Proposal, each of which prices shall include the cost of the base course complete, in place, and all materials, labor, equipment and all else necessary.

Separate payment will not be made for furnishing and applying prime coats and/or tack coats, raising or lowering manhole or inlet castings, valve boxes, etc. and the cost thereof shall be included in the unit prices bid for the various scheduled items for which they are required.

Separate payment will not be made for asphalt cement, and no price adjustments based on materials costs will be made.

DIVISION 3
PAVEMENTS

SECTION 4
BITUMINOUS CONCRETE SURFACE COURSE, HMA

3.4.1 DESCRIPTION

Bituminous Concrete Surface Course shall include the construction of hot-mixed bituminous concrete surface on previously constructed foundations, at the prescribed locations, and to the prescribed lines, grades and thicknesses.

3.4.2 MATERIALS AND METHODS OF CONSTRUCTION

All materials and methods of construction for Bituminous Concrete Surface Course shall conform to the requirements of the current Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, latest revision modified and amended as follows:

The Contractor shall be responsible for setting all manhole castings, water valve boxes, curb stops, cleanouts, inlet heads and all other structures and miscellaneous castings to the proper finished grades prior to placing the new surfaces. Unless provided otherwise in the Proposal, the cost thereof shall be included in the prices bid for the bituminous paving items.

Bituminous Concrete Surface Course shall be Hot Mix Asphalt (HMA) design as specified by Engineer and in accordance with Section 401 of the NJDOT Standard Specifications. No carbonate rock shall be used in the mix design. No recycled concrete shall be permitted.

The Contractor shall submit the job mix formula to the Engineer for approval for each bituminous concrete mixture and a certification from the producer that the job mix formula has been approved by the New Jersey Department of Transportation, before ordering such materials. The Contractor shall also provide the Engineer with certifications from the bituminous concrete producer that the materials delivered to the Project conform to the approved job mix formulas.

Before laying bituminous concrete surface course, the contact surfaces of all pavement edges, curbs, inlets, manholes, and other structures shall be painted with a thin uniform coating of asphaltic oil, Grade RC-250.

Bituminous concrete pavers with automatic grade and slope controls may be used, but will not be required.

All bituminous concrete surface shall be constructed to the respective compacted thickness specified and as shown on the plans from edge to edge along the cartway. The Contractor shall rake out large pieces of aggregate in feathered areas, as necessary, to provide a smooth surface.

All existing paved surfaces on which bituminous concrete are to be laid shall be broom swept clean and given a tack coat prior to paving. The vertical contact surfaces of pavement edges, manholes and other structures shall be painted with a thin uniform coating of tack coat material just prior to placing bituminous concrete against them.

Pavement joints, curb lines, inlets, manholes and other structures in the paving shall be sealed with a hot-poured joint sealing compound.

The Raising of Manhole and Inlet Castings shall conform to the requirements for resetting castings in Section 602 of NJDOT Standard specifications, except that the use of extension frames will not be permitted.

Where the crown or shoulder of an existing roadway is depressed, the Engineer may direct that a variable thickness, bituminous concrete leveling course be constructed to form a properly crowned roadway, before the road is paved. The leveling course material shall be HMA bituminous concrete surface course, and the quantity placed will be measured for payment under Bituminous Concrete Surface Course in the Proposal.

3.4.3 SAMPLING AND TESTING

Testing for conformance with the job mix formula shall be performed by taking extractions at the plant. The testing of the extractions shall be performed by an independent laboratory or at the plant laboratory and witnessed by the Engineer's representative. The samples will be taken at the plant from the loaded trucks and the tests will be performed or witnessed by an independent testing laboratory chosen by the Owner. Approximately one sample will be taken for every 600 tons of material.

The Owner may have drilled cores taken from finished bituminous concrete pavement and base courses, and have them tested for conformance as specified in the above named NJDOT Specification. When samples are taken, all surface and/or base courses disturbed by the sampling shall be restored at the expense of the Contractor. The paving Contractor shall be required to repair the core holes drilled by the testing laboratory with hot mix material and painted with hot asphalt cement. The paving Contractor shall arrange to be at the site at the same time the testing laboratory is drilling the cores. If the paving Contractor cannot arrange this, then he will be responsible for removing the patch installed by the testing company prior to installing the hot mix. No additional payment will be made for the patching of the cores. The cost of patching should be included in the cost of the Bituminous Concrete Surface Course in the Proposal.

All sampling and testing will be done by an independent testing laboratory

chosen by the Owner. The cost of the laboratory will be paid for by the Owner.

Cores may be taken at random locations selected by the Engineer throughout the Project.

The Engineer may order the removal of any material represented by core samples that does not meet the requirements of every characteristic as outlined in the NJDOT Specifications. The removal of such unsatisfactory material, repaving with acceptable material, and additional sampling and testing as deemed necessary by the Engineer, shall all be at the expense of the Contractor.

3.4.4 SURFACE REQUIREMENTS

In addition to other surface requirements, the acceptance of bituminous concrete surface courses will be based upon the extent to which the finished surface retains water and will be done on a block-by-block basis. A block is hereby defined as the length between two consecutive intersections, measured between the projected curb lines of the intersecting streets. Whenever a Tee intersection is encountered, the block lengths will be determined by the projected center line of the intersecting street. The Contractor shall repair any and all pavement areas which in the opinion of the Engineer are ponding water. The Engineer's evaluation of ponded areas will be made approximately one hour after a rainfall has ceased. The Contractor shall repair any and all pavement areas which are ponding water under the following conditions:

(A) Any area, regardless of size or depth, which is in an intersection, at handicap access ramps, drive aprons or within the cartway area of the road. For purposes of locating ponded areas, the cartway shall be defined as the areas between lines located twelve inches (12") off the face of curbing.

(B) Any area along the gutter line which ponds water deeper than one-quarter inch (1/4") at any point, or is greater than five feet (5') in length, or greater than one foot (1') in width.

(C) Whenever the total length of all ponded areas exceed two percent (2%) of the curb length of the block, the contractor shall repair the ponded areas designated by the Engineer in order to decrease the total ponded areas to within the two percent (2%) criterion.

Repairs shall be made by full depth replacement of the wearing course, utilizing the same type of material. All methods of repair shall conform to the recommended procedures of the Asphalt Institute. All pavement cutting shall be accomplished with an approved asphalt saw. Jackhammer cutting will not be permitted.

3.4.5 QUANTITY AND PAYMENT

The quantities of Bituminous Concrete Surface Course for which payment will be made will be the weight of each type actually constructed in accordance with the Plans or as directed by the Engineer.

Payment will be made for the quantities as above determined, measured in tons, at the respective price per ton bid for Bituminous Concrete Surface Course in the Proposal, each of which prices shall include the cost of the surface course complete, in place, and all materials, labor, equipment and all else necessary.

No separate or additional payment will be made for sweeping, tack coat, prime coat, adjusting manhole castings, inlets or other roadway structures, asphalt cement, raising valve boxes, removal of vegetation, installation of bituminous filler or hot-poured joint sealer. The costs thereof shall be included in the price per ton bid for Bituminous Concrete Surface Course.

Separate payment will not be made for asphalt cement, and no price adjustments based on materials costs will be made.

DIVISION 3
PAVEMENTS

SECTION 10
TRAFFIC STRIPING AND MARKINGS

3.10.1 DESCRIPTION

Traffic Striping and Markings shall include the installation of thermoplastic and/or painted pavement striping or markings as required by the design plans.

3.10.2 MATERIALS

Traffic striping and traffic markings shall conform to the requirements of Section 610 of the NJDOT Standard Specifications, modified and amended as follows:

Stop bars shall be applied with white thermoplastic, centerline stripes shall be applied with yellow epoxy, parking stall striping shall be applied with white pavement paint and traffic markings shall be applied with white thermoplastic, unless otherwise noted on the plans or noted in the specifications.

3.10.3 METHODS OF CONSTRUCTION

The installation of traffic striping and traffic markings shall conform to the requirements of Section 610 of the NJDOT Standard Specifications, modified and amended as follows:

Thermoplastic Pavement Striping and Traffic Markings shall be installed as soon as pavement surface and weather conditions permit.

The thermoplastic shall be applied on thoroughly dried surfaces when the ambient and surface temperatures are above 50 degrees F and rising. The thermoplastic material shall be readily applicable at temperatures between 400 and 440 degrees F from the approved equipment to produce 125 mils thickness.

Prior to acceptance, additional applications of traffic stripes may be directed. These applications shall be applied at least 15 days after the initial application of traffic stripes and after any sawing or sealing of joints in bituminous concrete overlay.

The Contractor shall lay out the lines for traffic stripes, which shall be subject to the approval of the Engineer. The Contractor shall take care to record the location of all existing markings so they may be reapplied at the same locations. Irregular stripes shall be obliterated and reapplied by the contractor at his own expense.

3.10.4 QUANTITY AND PAYMENT

The quantity of traffic striping for which payment will be made will be the length of the various width striping actually installed, unless otherwise specified in the Supplementary Specifications. The quantity of traffic markings for which payment will be made will be the number of traffic markings actually installed unless otherwise specified in the Supplementary Specifications.

Payment for traffic striping will be made for the quantity as above determined, measured in linear feet, at the price bid per lineal feet for these items in the Proposal. Payment for traffic markings will be made for the quantity as above determined, measured in units at the price bid for these items in the Proposal. This price shall include the cost of the installation complete, all material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

DIVISION 3
PAVEMENTS

SECTION 16
SOIL STABILIZATION FABRIC

3.16.1 DESCRIPTION

This item shall consist of a woven polypropylene geotextile interlayer intended to control cracking in proposed pavement surfaces over undetermined or soft soils. The work shall be accomplished in accordance with these specifications and the applicable drawings.

3.16.2 MATERIALS

The Asphalt Fabric material shall be polypropylene, woven geotextile, and resistant to ultraviolet degradation having the following roll values:

Property	**Test Method**	**Units**	**Property Requirement**
Grab Tensile Strength	ASTM D-4632	N (lbs)	890 (200)
Grab Elongation	ASTM D-4632	percent	15
CBR Puncture Resistance	ASTM D-6241	N (lbs)	3,114 (700)
Trapezoidal Tear Resistance	ASTM D-4533	N/m (lbs/in)	334 (75)
Permittivity	ASTM D-4491	Sec^{-1}	0.1
Water Flow Rate	ASTM D-4491	Gal/min/sf	4.0
UV Resistance at 500 hours	ASTM D-4355	Percent	70

Testing shall be performed at a laboratory accredited by GAI-LAP for tests required for the geotextile, at frequency exceeding ASTM D 4354 if required by the Engineer at no additional cost to the Owner.

The Soil Stabilization Fabric shall be Geotex® 200ST as manufactured by Propex Inc., Chattanooga, Tennessee, 37422, USA, phone (800) 621-1273, or approved equal.

3.16.3 METHODS OF CONSTRUCTION

The soil stabilization fabric shall be installed as per the manufacturer's recommendations prior to the installation of dense graded aggregate, or other specified subbase material. The geotextile shall not be placed when weather conditions, in the opinion of the Engineer, are not suitable. The soil stabilization fabric shall be overlapped at least 12" at every joint.

3.16.4 EQUIPMENT

Mechanical or manual lay down equipment shall be capable of laying the geotextile smoothly.

The following miscellaneous equipment shall be provided: stiff bristle brooms or squeegees to smooth the geotextile; scissors or blades to cut the geotextile.

3.16.5 QUANTITY AND PAYMENT

Payment for Soil Stabilization Fabric will be made for the quantity measured in square yards, at the price bid per square yard for this item in the Form of Proposal, unless otherwise specified in the Supplementary Specifications. This price shall include the cost of all labor, material, equipment, and all else necessary therefore and all other work in connection therewith and incidental thereto.

DIVISION 4
MASONRY STRUCTURES

SECTION 1
CONCRETE STRUCTURES

4.1.1 DESCRIPTION

Concrete Structures shall include the construction of concrete walls, slabs, curbs, sidewalks, driveway aprons, headwalls and other miscellaneous structures at the prescribed locations, to the prescribed lines, grades and dimensions, in accordance with the Plans and Specifications. The work shall conform in all respects to the requirements of the Standard Specifications of the New Jersey Department of Transportation as amended and revised to date.

4.1.2 MATERIALS

Cement used shall conform to the following requirements of the A.S.T.M. as amended and revised to date.

Standard Portland Cement A.S.T.M. Designation C-150, Type 1.

High Early Strength Portland Cement A.S.T.M. Designation C-150, Type 3

Air Entraining Portland Cement A.S.T.M. Designation C-150, Type 1A. Air Entraining Agent shall be Vinsol resin, Darex A.E.A. or approved equal.

Aggregates, both fine and coarse, shall conform to the requirements of the New Jersey Department of Transportation Standard Specifications.

Water shall be clean, fresh and free of oils, acids, salts, organic matter or other potentially injurious substances.

Concrete shall have 4% to 7% of entrained air, and shall be produced by using Standard Portland Cement with additive, or Air Entraining Portland Cement with additive as required. The Strength of concrete required for the various items of work shall be as shown on the Plans or in the Specifications.

Concrete shall have a 3" slump, with a tolerance of plus or minus 1".

Reinforcement Steel shall be ASTM Grade 60 deformed bars, conforming to the requirements of AASHTO M 31.

Wire Mesh or Fabric shall conform to AASHTO M55 as amended and revised to date. Where specified, FiberMesh reinforcing shall be required in lieu of wire mesh and/or fabric.

Joint Filler shall be a cellular compression material conforming to the requirements of the Standard Specifications of the New Jersey Department of Transportation.

4.1.3 METHODS OF CONSTRUCTION

Prior to construction, the Contractor shall furnish a copy of the concrete mix design(s) to the Engineer for approval, including cut sheets on any proposed admixtures. Ready mix or transit mix concrete may be used if obtained from NJDOT approved sources. Equipment used to proportion and mix concrete on the job shall be subject to the approval of the Engineer.

Forms shall conform to the shapes, lines, dimensions and grades shown on the Plans. They shall be firmly braced, tight and sufficiently substantial to prevent movement bulging or mortar leakage. Wherever concrete will be exposed to view, the forms shall be smooth and clean. Forms for footings may be omitted wherever soil conditions and workmanship permit accurate excavation to size. All forms shall be completely removed and taken from the site.

Reinforcement shall be accurately cut, bent and placed in accordance with the Plans. It shall be free of excessive scale or any foreign material that would tend to reduce bond. It shall be securely supported, tied and fastened with non-corrosive materials to prevent movement while concrete is being placed. It is not permitted to heat reinforcing to facilitate bending.

Subgrades, excavations and soil bases for all concrete work shall be properly finished to the prescribed lines, grades and dimensions, and shall be approved by the Engineer before concrete is placed. All areas to receive concrete shall be free of frost, foreign matter and excessive water, provided, however, that forms and soil surfaces shall be uniformly damp when the concrete is placed.

Concrete shall be handled and placed so as to avoid any segregation. Concrete which has begun to set or which has been contaminated with foreign materials or to which too much water has been added shall not be used. Pouring of concrete shall generally be a continuous operation until the placing of an individual section has been completed. Concrete shall be thoroughly compacted with vibrators or by other suitable means.

All concrete flat work shall be finished by screeding and floating to the required lines and grades. Unless otherwise specified, all work shall have a wood float finish,

provided, however, that the Contractor shall provide other finishes when so required by the Plans or Specifications or so directed by the Engineer.

After the concrete has been poured, it shall be kept continuously wet for a period of three days or longer, as directed by the Engineer. Curing shall be done in accordance with Section 504.03 of the N.J.D.O.T. Standard Specifications.

Expansion joints, dummy joints, construction joints and other appurtenances shall be provided as shown on the Plans. Expansion joints shall have joint filler of the thickness indicated which shall extend the full depth of the concrete.

After removal of forms, all permanently exposed surfaces shall be cleaned of stains and dirt, and hand rubbed to produce a true surface of uniform texture and color. Voids or surface defects, which do not impair structural strength, shall be repaired by cutting and patching in a manner satisfactory to the Engineer.

Concrete shall not be poured when the atmospheric temperature is below 40° F. or when there is any precipitation, unless precautions satisfactory to the Engineer have been taken to protect the work. Precautions to protect concrete in cold weather shall be in accordance with the current recommendations of the American Concrete Institute.

4.1.4 QUANTITY AND PAYMENT

The cost of concrete in various structures shall be included in the prices bid for said structures in the Proposal, with the exception that when specifically provided for in the Proposal the quantity of concrete for which payment will be made will be the volumes of each Class of concrete actually placed within the neat lines of the construction as shown on the Plans or as directed by the Engineer. The cost of reinforcing steel, joints and water stops shall be included in the prices bid for the various structures or concrete items. Separate payment will be made for reinforcement steel when specifically provided for in the Proposal. The quantity of Reinforcement Steel for which payment will be made will be the net theoretical weight of reinforcement steel of the specified nominal cross-section forming part of the permanent work and actually placed in accordance with the Plans or as directed by the Engineer. Fastenings and fastening devices will not be measured for payment. Reinforcement steel for splices, unnecessary in the opinion of the Engineer, will not be measured for payment. If bars larger than those specified have been used, the excess materials will not be measured for payment. Metal caging will not be measured for payment.

When specifically provided for in the Proposal, payments for concrete will be made for the quantities of each Class, respectively, as above determined, measured in cubic yards, at the prices per cubic yard bid for the items CLASS 4000 OR CLASS 3000 CONCRETE IN STRUCTURES. These prices shall include the cost of the concrete construction complete in place, including reinforcement steel; falsework; forms; bracing;

curing; curing materials; cold weather protection; surface finish; scuppers, drain pipe for weep holes; waterproofing of expansion and construction joints; joint fillers of any kind specified; tar paper joints; copper flashing; concrete; all materials, labor, equipment and all else necessary therefor; and all other work in connection therewith and incidental thereto.

When specifically provided for in the Proposal, payment for Reinforcement Steel in structures will be made for the quantity as above determined, measured in pounds, at the price per pound bid for the item REINFORCEMENT STEEL IN STRUCTURES in the Proposal, which price shall include the cost of furnishing, bending, placing, and securing in place the reinforcement steel, all materials, labor, equipment and all else necessary therefor, and all other work in connection therewith and incidental thereto.

4.1.5 SAMPLING AND TESTING METHODS

When specifically required by notation on the Plans or statement in the Supplemental Specifications, the Contractor shall perform sampling and testing of the concrete. No separate payment will be provided for such sampling and testing; the costs shall be included in the prices bid for the various items involving concrete construction. Sampling and testing of concrete shall be done in accordance with the New Jersey Department of Transportation Standard Specifications for road and bridge design Section 903.03 as follows:

AASHTO
T 22 Compressive Strength of Cylindrical Concrete Specimen (Including the Annex providing for use of neoprene caps)
T 23 Making and Curing Concrete Test Specimens in the Field
T 24 Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
T 119 Slump of Portland Cement Concrete
T 121 Weight Per Cubic Foot, Yield and Air Content (Gravimetric) of Concrete
T 126 Making and Curing Concrete Test Specimens in the Laboratory Sampling Fresh Concrete
T 152 Air Content of Freshly Mixed Concrete by the Pressure Method
T 196 Air Content of Freshly Mixed Concrete by the Volumetric Method

ASTM
C 567 Unit Weight of Structural Lightweight Concrete
C 311 Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete. (See note)
Note - The Department may modify the sampling rate for individual and composite samples.

DIVISION 4
MASONRY STRUCTURES

SECTION 2
CONCRETE CURB

4.2.1 DESCRIPTION

Concrete Curb shall include the excavation for and the construction of curb in accordance with the Plans and Specifications, at the prescribed locations and to the prescribed lines, grades and dimensions.

4.2.2 MATERIALS

Concrete shall conform to the requirements of section 4.1 of the Specification and be constructed with air entrained concrete with a minimum twenty eight (28) day compressive strength of 4,000 psi. Concrete shall have a 4% to 7% of entrained air and shall have a slump of 4" plus or minus 1".

Joint Filler shall be a cellular compression material conforming to the requirements therefore of the Standard Specifications of the New Jersey State Highway Department as amended and revised to date.

Reinforcement, when required, shall conform to the requirements of Section 4.1 of the Specification.

4.2.3 METHODS OF CONSTRUCTION

The Contractor shall make all necessary excavations, including demolition and removal of existing curb, paving and sidewalk, if any; and embankments for the construction of Concrete Curb, including disposal of excess material and demolished structures. Subgrades, excavations and embankments shall be prepared in accordance with the requirements of Section 4.1 of the Specification. No more excavation shall take place than may reasonably be expected to be formed and poured the following day.

Curb forms shall be removed no latter than the day following the pour. Immediately after removal of the forms, the curb shall be backfilled. Backfill shall be compacted as soon as the concrete has gained sufficient strength to withstand the compaction process.

The Contractor shall exercise extreme care when utility appurtenances, i.e. water boxes, sanitary sewer cleanouts, etc., are present, and shall be solely responsible for repair or replacement of any and all damaged appurtenances at his own expense.

Forms for concrete may be of lumber or steel. They shall be straight and of sufficient strength to prevent warping or bulging and to retain the concrete accurately in

position. All mortar and dirt shall be removed from forms which have been previously used. Forms shall be well staked to the lines and grades given by the Engineer and their upper edges shall conform to the finished surface of the curb. All forms shall be thoroughly wetted immediately before concrete is deposited against them. Curved forms shall be used for the construction of all radius curbs.

Slip forming may be used in lieu of standard forming methods. The slip form machine shall be equal to the Easi-Pour Model No. TP-880 as manufactured by Huron Manufacturing Corporation. However, the concrete shall have a slump of approximately one inch (1") and conform to machine requirements when extrusion construction is to be done.

Concrete construction, including curing, shall conform to the applicable requirements of Article 4.1.3 of these Specifications. The concrete shall be tamped and spaded or vibrated so that the forms are completely filled, the concrete thoroughly compacted and mortar is flushed to the face and top. Before initial set, the top of the curb shall be finished with a wood float to an even, smooth and dense surface. As soon as the forms can be removed, the face of the curb shall be given the same finish. No voids or honeycombs will be permitted. Both final surfaces shall have a soft broom finish, utilizing a light horse-hair broom. Exposed edges shall be neatly rounded to the radius specified on the Plans.

Expansion joints shall be provided at intervals of 20 feet or when new curb abuts existing curbs or inlets. Expansion joints where new curb abuts existing curbs or inlets shall be filled with 1/2 inch thick cellular compression material to within 1/2 inch of the top and face of the curb and to within 1/4 inch of the top of the gutter.

Construction joint 1/16 inch wide shall be provided midway between expansion joints except where the distance between the adjacent expansion joint is less than 12 feet.

Expansion joints for slip forming shall be provided at intervals of 100 feet or when new curb abuts existing curb. Construction joints 1/16 inch wide shall be provided every 20 feet.

Finished curb shall be true to the required grades, lines, dimensions and curvatures. Completed work shall be protected from traffic and the elements and shall be thoroughly wetted and kept moist for at least three (3) days. Damaged, broken or cracked work shall be renewed by the Contractor at his own sole cost and expense.

4.2.4 SAMPLING AND TESTING

Sampling and testing shall conform to the N.J.D.O.T. standard specifications for road and bridge construction, dated latest revision, sections 607, 903 and 904.

4.2.5 QUANTITY AND PAYMENT

The quantities of Concrete Curb for which payment will be made will be the length of concrete curb actually constructed, measured along the face of the curb, in accordance with the Plans or as directed by the Engineer.

Payment for Concrete Curb will be made for the quantities as above determined, measured in lineal feet, at the price per lineal foot bid for in the Proposal, which price shall include the cost of construction of the curb complete, all excavation, backfill, expansion and construction joints, asphalt repairs, all materials, labor, equipment and all else necessary therefore, and all other work in connection therewith and incidental thereto.

No separate item will be made for drive apron depressions, handicapped ramp depressions or other local curb section changes.

DIVISION 4
MASONRY STRUCTURES

SECTION 4
CONCRETE SIDEWALK AND CONCRETE DRIVE APRON

4.4.1 DESCRIPTION

Concrete Sidewalk or Concrete Drive Apron shall include the preparation of subgrade for and the construction of sidewalks or drive aprons of the types specified, in accordance with the Plans and Specifications, at the prescribed locations, and to the prescribed lines, grades and dimensions.

4.4.2 MATERIALS

Concrete

Concrete shall be constructed with air entrained concrete with minimum twenty eight (28) day compression strength of 4000 psi. Concrete shall have 4% to 7% of entrained air and shall have a slump of 3" plus or minus 1".

Joint Filler

Joint Filler shall be a cellular compression material conforming to the requirements therefore of the Standard Specifications of the New Jersey Department of Transportation as amended and revised to date.

Joint Sealant

Joint Sealer shall be a hot poured, elastomeric type for Portland Cement Concrete Pavements conforming to ASTM Designation D 3406.

Reinforcement

Reinforcement when required and illustrated on the Plans or Details, shall conform to the requirements of Article 4.1.2 of these Specifications.

4.4.3 METHODS OF CONSTRUCTION

The Contractor shall make all necessary excavations, including demolition and removal of existing sidewalks and aprons, if any; and embankments for the construction of concrete sidewalks and drive aprons, including disposal of excess material and demolished structures. Subgrades, excavations and embankments shall be prepared in accordance with and meet the requirements of Section 4.1 of the Specification. No more excavation shall take place than may reasonably be expected to be formed and poured the following day.

Immediately after the concrete paving is completed, the forms shall be removed and the Contractor shall backfill and grade against the sidewalk in accordance with the Plans.

Forms for concrete may be of lumber or steel. They shall be straight and of sufficient strength to prevent warping or bulging and to retain the concrete accurately in position. All mortar and dirt shall be removed from forms which have been previously used. Forms shall be well staked to the lines and grades given by the Engineer and their upper edges shall conform to the finished surface of the paving. All forms shall be thoroughly wetted immediately before concrete is deposited against them.

Wherever utility appurtenances, i.e. water boxes, sanitary sewer clean-outs, etc., fall within the lines of Sidewalk or Drive Apron construction, the Contractor shall be responsible for assuring those appurtenances are flush with the final surface grade, are free of concrete and are in an operable condition.

Drive Aprons and Sidewalk over which vehicular traffic shall travel shall be formed and poured to a depth of six inches (6") and shall be reinforced with 6x6-W2.9xW2.9. All other sidewalk areas shall be four inches (4") thick, unless noted otherwise on the Plans or in the Supplemental Specifications.

After being placed, the concrete shall be tamped, screeded and finished to true grade and surface. The finish shall be with a wood float, followed by brooming to a neat and workmanlike surface. Exposed edges shall be neatly rounded to a radius of 1/2 inch, unless otherwise noted on the Plans. The concrete shall be cured as provided in Article 4.1.3 of these Specifications.

Expansion Joints, 1/2 inch wide, shall be provided at intervals of 20 feet and where the new paving abuts curb or old work. The expansion joints shall be filled with 1/2 inch thick cellular compression material to within 1/4 inch of the top of the paving. For sidewalk, surface grooves shall be cut with an approved tool at least 1/4 inch thick at right angles to the line of the sidewalk and at intervals equal to the width of the sidewalk. Where new work abuts existing sidewalk, the surface grooves shall be spaced to conform to the lines of the abutting walk. All joint edges shall be rounded to the radius specified on the Plans.

The finished paving shall be true to the required grades, lines and curvatures. Completed work shall be protected from traffic and the elements. Damaged, broken or cracked work shall be renewed by the Contractor at his own sole cost and expense.

Monolithic Curb and Apron or Curb and Sidewalk shall be constructed in accordance with the Construction Details.

Before initial set, the top of the curb and the gutter shall be finished with a wood

float to an even, smooth and dense surface. As soon as the forms can be removed, the face of the curb shall be given the same finish. Exposed edges shall be neatly rounded to the radius specified on the Plans. The finished curb shall not vary from the required grades, lines, dimensions and curvatures by more than 1/4 inch at any point. Completed work shall be protected from traffic and the elements and be thoroughly wetted and kept moist for at least one (1) day. Damaged, broken or cracked work shall be replaced by the Contractor.

4.4.4 QUANTITY AND PAYMENT

The quantities of Concrete Sidewalk and Concrete Drive Apron for which payment will be made will be the area of each actually constructed in accordance with the Plans or as directed by the Engineer.

Payment for Concrete Sidewalk and Concrete Drive Apron will be made for the quantities as above determined, measured in square yards, at the prices per square yard bid for the items in the Proposal, which prices shall include the cost of the sidewalk or drive apron complete, in place; all excavation, jointing, backfill, materials, labor, equipment and all else necessary therefore, and all other work in connection therewith and incidental thereto.

The quantity of Monolithic Curb and Apron or Monolithic Curb and Sidewalk for which payment shall be made will be the area of each actually constructed within the payment limits illustrated on the details.

Payment for Concrete Apron and Sidewalk will be made for the quantities as above determined, measured in square yards, at the prices per square yard bid for the items scheduled in the Proposal, which prices shall include the cost of the sidewalk or apron complete, in place; all excavation, jointing, reinforcement, backfill, materials, labor, equipment and all else necessary therefore, and all else in connection therewith and incidental thereto.

DIVISION 4
MASONRY STRUCTURES

SECTION 6
HANDICAPPED RAMPS

4.6.1 DESCRIPTION

Handicapped Ramps shall include the preparation of subgrade for and the construction of handicapped ramps, in accordance with the Plans and Specifications, at the prescribed locations, using the prescribed materials and to the prescribed lines, grades and dimensions. Materials and methods of constructions shall comply with the requirements of Division 4 of these Specifications.

4.6.2 MATERIALS

Unless otherwise specified, materials shall be as detailed on the Plans, or approved equal. Truncated domes shall be cast-in-place "ADA In-Line Universal Radius Replaceable Wet Set Composite TWS Unit" or cast-in-place "ADA In-Line Replaceable Wet Set Composite TWS Unit" as shown on the plans and as manufactured by ADA Solutions, Inc (www.adatile.com) or approved equal. Color of units should be brick red.

4.6.3 METHODS OF CONSTRUCTION

Handicapped Ramps shall be constructed at the locations illustrated on the Plans. The detail of which shall conform to New Jersey Division of Building and Construction Regulations for "Barrier-Free Design" as amended or revised to date, and to the details shown on the Plans.

4.6.4 QUANTITY AND PAYMENT

The quantity of Handicapped Ramps for which payment will be made will be the number of Handicap Ramps actually constructed in accordance with the Plans or as directed by the Engineer.

Payment for Handicapped Ramps will be made for the quantities as above determined, measured in units, at the price per unit bid in the proposal, which price shall include the cost of the Handicapped Ramp complete, in place; all excavation, jointing, reinforcement, pavers, curb work, backfill, materials, labor, equipment and all else necessary therefore, and all else in connection therewith and incidental thereto.

DIVISION 4
MASONRY STRUCTURES

SECTION 9
SEGMENTAL RETAINING WALLS

4.9.1 DESCRIPTION

Segmental Retaining walls shall be of the material types, colors and sizes specified, and shall be constructed to the prescribed lines and grades, at the prescribed locations, and in accordance with the Plans and Specifications or as directed by the Engineer. The term "Retaining Wall" shall include all materials for construction of the wall including, but not limited to, modular wall units, subbase materials, stiffening rods, weep holes, cap stones, etc.

Retaining walls shall conform to the following ASTM Standards:

C1372 - Standard specification for segmental retaining wall units.
GRI:GG1 – Single Rib Geogrid Tensile Strength
GRI:GG5 – Geogrid Pullout

The Contractor shall be responsible for inspection of materials upon delivery to site to assure correct style, texture, color, etc. comply with specifications. Contractor shall prevent excessive mud, wet concrete, epoxies and like materials that may affix themselves, from coming in contact with materials. The Contractor shall determine that the materials are not damaged and/or defective. Materials that do not meet the Specifications or are damaged or defective shall not be used for construction.

4.9.2 MATERIALS

All materials and appurtenances shall conform to the respective manufacturer's requirements for material quality and installation recommendations.

Leveling Pad

Leveling pad shall consist of a compacted sand and gravel mixture and shall be a minimum of 6" in depth. 6" thick ¾" clean stone or 3,000 psi concrete shall also be accepted. The leveling pad should extend laterally at least 6" from the toe and heel of the lowermost retaining wall unit.

Retaining Wall Units

Retaining wall units shall be machine formed, Portland cement concrete blocks specifically designed for retaining wall applications. Units shall be Terrace Walls as

manufactured and or supplied by EP Henry, or approved equal. Units have a 6" high, split-face, geometrically straight facing and provide a minimum weight of 105 psf wall face area. Units shall have a solid construction and be capable of being erected with a minimum of 1/8" horizontal gap between adjacent units.

Retaining Wall Units shall be manufactured with a minimum 28 day compressive strength of 3,000 psi and a maximum absorbtion rate, by weight, of 8% as determined in accordance with ASTM C1372.

Backfill

Existing on-site soil may be used for backfill of retaining wall, with the approval of the Engineer. Filter fabric shall be used along the back face of the wall where directed by the Engineer for fine material. Backfill shall be compacted to 95% maximum density following each course. Only hand operated compaction equipment shall be used within three (3) feet of the wall.

Wall Drainage

Drainage of the soil behind the retaining wall shall be achieved as shown and using the materials described on the Plans.

Geosynthetic Reinforcement

Geosynthetic reinforcement shall be installed as required by the Plans, Specifications and/or manufacturer's recommendations. Reinforcement shall consist of geogrids or geotextiles manufactured as a soil reinforcement element. Geogrid layers shall not exceed 2 feet maximum in the wall design. Geosynthetic reinforcement shall be Mirafi "XT" geogrid or approved equal.

4.9.3 SUBMITTALS

Submittals shall be subject to Section 1.5.4 of these Specifications. The Contractor shall submit to the Engineer and/or Owner, material data sheets describing the materials to be used for construction of the retaining wall fourteen (14) day prior to the start of construction. A color chart or material samples shall also be submitted. Calculations and drawings shall be prepared by and sealed by a Professional Engineer.

4.9.4 METHODS OF CONSTRUCTION

Excavation and backfill shall conform to the requirements of Section 2.7 of the Specification. The proposed location for the retaining wall shall be excavated to the required depths. Over-excavation should be minimized. The foundation material shall be examined for

suitability prior to construction of the leveling pad. The Contractor shall be responsible for notifying the Engineer of any adverse conditions prior to continuing construction.

The leveling pad shall be constructed a minimum 6" thick or as detailed on the Plans and compacted to 95% maximum modified proctor density by use of a hand-operated mechanical compactor. The leveling pad shall continue the length of the entire wall.

The Contractor shall construct the wall in accordance with the manufacturer's recommendations in the locations and in the orientations shown on the Plans. The Contractor shall check for level, both directions, and straightness regularly. Units shall be filled with granular aggregate. Tops of units shall be free of aggregate prior to installation of following course.

Two connection pins shall shall be inserted through the pin holes of each upper course into receiving slots in the lower level course units. Pins shall be fully seated in the pin slots below. Units shall then be pushed forward to remove any looseness in the unit to unit connection.

End units and radial units shall be used where vertical ends of walls are exposed and where their use shall allow more advantageous structural or aesthetic properties.

Caps shall be properly aligned and glued to underlying units with an approved flexible high-strength concrete adhesive. Rigid adhesive or mortar will not be acceptable. Apply the adhesive as recommended by the manufacturer on the front and back face shells of each unit. Install the cap with or without an overhang, as detailed on the Plans.

4.9.5 QUANTITY AND PAYMENT

The quantity for Retaining Wall for which payment will be made will be measured on a per linear foot basis.

Payment for Retaining Wall will be made for the quantity as above determined at the price bid per linear foot for the item Retaining Wall in the proposal. The price shall include excavation, compaction, fill material, underdrain, filter fabric, stone, reinforcing, modular wall units, cap units, and all additional materials, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto for the wall heights and lengths prescribed on the Plans or otherwise herein.

DIVISION 4
MASONRY STRUCTURES

SECTION 11
CONCRETE REPAIRS

4.11.1 DESCRIPTION

Provide and secure the complete repair of cracks and miscellaneous defects in the locations illustrated on the Plans and/or as specified in the supplemental specifications herein.

4.11.2 GROUTING RANDOM CRACKS

Cracks shall be repaired using Hydro Active Flex LV polyurethane grout in accordance with CFR 177.1680 or approved equal.

Random cracks shall be sealed from the positive side where practical. Surfaces shall be adequately prepared to remove any debris, spalled concrete, and deleterious material which could jeopardize adhesion by grout, epoxy, etc. Surfaces and cracks must be clean and dry before grout injection holes are drilled. Contractor shall submit typical injection hole drilling pattern, hole diameter and grout injection procedures to the Owner's Engineer for review before work commences. An actual demonstration will be required to satisfy the Owner's concerns of contractor procedures to adequately repair cracks.

4.11.3 REPAIR SPALLED CONCRETE

4.11.3.1 Materials - Spalled concrete repairs shall be made with Renderoc HBA, two-component polymer modified cementitious, fast setting, patch compound, SIKA Top 122 or 123, or approved equal. Repair material shall be applied in strict accordance with the manufacturers recommendations, including surface preparation and temperature.

4.11.3.2 Surface Preparation - Concrete substrate must be structurally sound. Loose or unsound concrete should be hammered out. Surfaces must be entirely free of oil, grease, paint, corrosion deposits, dust, laitance, or other surface contaminants. They should be prepared by mechanical scarification or sandblasting. All dust or deposits produced during these procedures must be removed, preferably by vacuum cleaner. Embedded steel should be cleaned of corrosion and exposed to 100% of its circumference. Once cleaned, and prior top the repair application, the exposed metal should be coated with Nitoprime Zinc Rich primer.

4.11.3.3 Mixing - Renderoc HBA is provided in pre-measured kits, and should be mixed on the job site in clean containers. A slow speed drill or mortar mixer should be used for mixing. It is advisable to add the powder to the liquid. Small quantities of Renderoc Liquid may be added or held back to enhance application consistency.

4.11.3.4 Priming - Dampen surfaces to be repaired with clean water, but make sure there are no standing puddles. All surfaces should be primed with slurry, using a masonry brush and scrubbed into the substrate. The slurry consists of 2 parts by volume of Renderox HBA powder mixed into 1 part volume of Renderox Liquid. The slurry should be allowed to dry prior to application of the repair mortar.

4.11.3.5 Application - While the slurry is still damp, apply by trowel. The maximum thickness of any one layer of Renderox HBA will depend upon its consistency, location and profile of the substrate to which it is applied. Typically a vertical layer of 3 inches can be achieved, while overhead applications of 1 1/2" can be achieved in any one unsupported application. If forms are used, depths well in excess of these can be achieved in one application. For large and/or deep repairs mechanical anchors, studs, etc., shall be used. When multiple lifts of material are used to achieve desired thickness, each lift should be scratched and reprimed with slurry (priming) prior to the application of subsequent lifts. Initial cure should be achieved before the application of the next lift.

4.11.4 QUANTITY AND PAYMENT

The quantity of Concrete Repairs for which payment will be made shall be per the supplemental specifications.

DIVISION 5
UTILITY IMPROVEMENTS

SECTION 1
MANHOLES, INLETS AND CATCH BASINS

5.1.1 DESCRIPTION

Manholes, Inlets and Catch Basins shall include the excavation for and the construction of these structures in accordance with the Plans and Specifications, at the required locations, and to the prescribed lines, grades and dimensions.

5.1.2 MATERIALS

Concrete shall conform to the requirements of Division 4 of these Specifications except that batching and mixing equipment may be of a size and type suitable for the work to be done, subject to the approval of the Engineer.

Concrete Block

Concrete Block for the construction of manholes, inlets and catch basins shall conform to the requirements of the New Jersey Department of Transportation Standard Specifications, latest revision, Section 910. Concrete Blocks for manholes shall have the required radius and batter.

Brick

Brick shall conform to the NJDOT Standard Specifications, latest revision, Section 910.

Mortar

Mortar shall be 1:2 cement-sand mortar. Mortar materials shall conform to the requirements therefor of Article 4.1.2 of these Specifications.

Iron Castings

Iron Castings shall conform to the requirements of the American Society for Testing Materials Specifications for gray iron casting as amended and revised to date, supplemented as follows:

Castings shall be boldly filleted and arises shall be sharp and perfect. The castings shall be true to pattern in form and dimension, free of pouring faults, sponginess, cracks, blowholes and other defects which affect their strength and value for the service intended. The bearing surfaces of frames, covers, and

grates shall be fitted together so as to prevent rocking and the pieces match-marked.

Ladder Rungs

Ladder Rungs shall be fabricated of rolled wrought iron conforming to the current American Society for Testing Materials Designation C-478 therefor and shall be subject to the approval of the Engineer.

5.1.3 METHODS OF CONSTRUCTION

Excavation and backfill shall conform to the requirements for subsurface structure excavation.

Manholes, inlets and catch basins shall be constructed in accordance with the details shown on the Plans. Unless otherwise specified or directed, manholes, inlets and catch basins may be constructed of either brick, concrete block, 4000 psi Concrete, or Precast Reinforced Concrete Manhole Sections. The foundations for all manholes, inlets and catch basins shall be concrete as specified on the Plans.

Concrete constructions shall conform to the applicable requirements of Section 4.1 of these Specifications.

Concrete blocks and bricks shall be laid with vertical joints staggered. Joints shall be not more than 1/2 inch thick and shall be completely filled with mortar. The masonry shall be carried to such a height that a mortar joint not more than 1/2 inch thick will be required for setting the head casting without using split blocks or bricks. Outside walls shall be plastered with a 1/2 inch thick coat of mortar, troweled to a smooth finish.

Reset and New Heads

When so prescribed, the head castings of existing structures shall be taken up and reset to new elevation and new head castings shall be furnished and set on existing structures. The masonry of the existing structures shall be added to or removed as may be necessary to conform to new surface grades and elevations. All work shall be done in conformity with the requirements hereinabove.

Reconstructed Channels

When so prescribed, the channels of present structures shall be reshaped or raised and reshaped as may be necessary to conform to new flow patterns. The channels shall be reconstructed as indicated on the Plans, and all work shall be done in conformity with the requirements hereinabove.

Inlets Converted to Manholes

When so prescribed, existing inlets shall be reconstructed to serve as manholes. The inlet walls shall be removed to the necessary depth and a satisfactory wall transition shall be constructed to suit the dimensions of the specified manhole frames. New or reclaimed manhole frames and covers, as specified, shall be furnished and set on the reconstructed walls. All work shall be done in conformity with the requirements hereinabove.

Existing Castings

When so prescribed, manholes, inlets, catch basins and inlets converted to manholes shall be constructed using existing head castings reclaimed from structures on the Project that are to be abandoned. The castings shall be carefully removed from the existing structures, and all concrete, mortar and other adhering matter shall be removed before the castings are reset.

All curbs, pavements, bases, sidewalks and other surfaces and structures which have been damaged or disturbed in connection with the construction or reconstruction of manholes, inlets and catch basins, or the setting or resetting of head castings, shall be repaired or replaced in a manner satisfactory to the Engineer.

5.1.4 SAMPLING AND TESTING

All sampling and testing shall conform to the NJDOT standard specifications for road and bridge dated latest revision.

5.1.5 QUANTITY AND PAYMENT

The quantity of Manholes, Inlets, Catch Basins and Inlets converted to Manholes for which payment will be made will be all the number of each type of each such structure actually constructed as shown on the Plans or as directed by the Engineer.

The quantity of Reconstructed Manhole and Inlet Channels for which payment will be made will be the number of manhole and inlet channels actually reconstructed as shown on the Plans or as directed by the Engineer.

When specifically provided for in the Proposal, the quantity of Reset Manhole, Inlet and Catch Basin Heads for which payment will be made will be the number of manhole, inlet and catch basin heads actually reset as shown on the Plans or as directed by the Engineer.

When specifically provided for in the Proposal, the quantity of New Manhole, Inlet and Catch Basin Heads for which payment will be made will be the number of each type of manhole, inlet and catch basin head actually furnished and installed as shown on the Plans or as directed by the Engineer.

Payment for Manholes, Inlets, Catch Basins and Inlets Converted to Manholes will be made for the quantities as above determined at the respective unit prices bid for each item in the Proposal, which prices shall include the cost of construction of the structures complete, all excavation, backfill, all materials including new or reclaimed head castings as required, all labor, equipment and all else nccessary therefore, and all other work in connection therewith and incidental thereto.

Payment for Reconstructed Manhole and Inlet Channels will be made for the quantity as above determined at the unit price bid for the item RECONSTRUCTED MANHOLE AND INLET CHANNELS in the Proposal, which shall include the cost of reconstruction of the channels complete, all material, labor equipment and all else necessary therefore, and all other work in connection therewith and incidental thereto.

When specifically provided for in the Proposal, payment for Reset Manhole, Inlet and Catch Basin Heads will be made for the quantity as above determined at the unit price bid for the item RESET MANHOLE, INLET AND CATCH BASIN HEADS in the Proposal, which price shall include the cost of rebuilding the top of existing structures and resetting the head castings complete, all excavation, backfill, cleaning, all materials including masonry materials, all labor, equipment and all else necessary therefor, and all other work in connection therewith and incidental thereto.

When specifically provided for in the Proposal, payment for New Manhole, Inlet and Catch Basin Heads will be made for the quantities as above determined at the respective unit prices bid for the items NEW MANHOLE HEADS; NEW INLET HEADS; and NEW CATCH BASIN HEADS; in the Proposal, which prices shall include the cost of rebuilding the top of existing structures and installation of new head castings complete, all excavation, backfill, all materials including masonry materials, all labor, equipment and all else necessary therefor, and all other work in connection therewith and incidental thereto.

Unless particularly provided for in the Proposal, no specific payments will be made for repairs to surface and structures made necessary as a result of any of the above work, but the cost thereof shall be included in the prices bid for the various scheduled items for which such repairs will be required.

DIVISION 5
UTILITY IMPROVEMENTS
SECTION 9
REFURBISH MANHOLE

5.9.1 DESCRIPTION

Refurbish Manhole shall include patching all cracks, holes, and bad joints, inside and outside, with cement, waterproofing the manholes and reconstructing the manhole channel to accommodate proposed utility pipe connections, where proposed. The outside of the manhole is also to be waterproofed where possible.

5.9.2 MATERIALS

Manhole refurbishing materials shall be as manufactured by Parson Environmental Products, Inc., Reading, Pa. or approved equal. The exact product used shall be specifically for the application intended, ie. Parson RPM or Parsonpoxy FSI for channels, Parson MH Liner for coating manhole surfaces, Parsonpoxy FP for sealing precast joints, etc.

5.9.3 METHODS OF CONSTRUCTION

The waterproofing material shall be prepared in accordance with the manufacturer's specifications. The manhole surface shall be prepared in accordance with the manufacturer's specifications.

The manholes shall be repaired and all cracks and holes filled with cement prior to applying the waterproofing material. The surface shall be cleaned and prepared in accordance with the manufacturer's specifications.

Protective clothing shall be worn in accordance with the manufacturer's specifications.

DIVISION 6
SITE IMPROVEMENTS
SECTION 1
AUDIO/VIDEO DOCUMENTATION SURVEY

6-1.1 The Contractor shall provide all labor, material and equipment to provide a pre construction color audio/video recording of the job site including roads, proposed pipelines, easements and fields within the right of way and all other features that may be affected by construction. No post construction audio/video documentation survey is required.

6-1.1.1 Coverage includes, but is not limited to all existing roadways, sidewalks, curbings, driveways, structures, buildings, headwalls, retaining walls, culverts, ditches, landscaping, trees, shrubs, signing and monumentation located within the right of way.

6-1.1.2 Distance from the camera lens to the ground shall not be less than twelve (12) feet to insure proper perspective.

6-1.2 SUBMITTALS

The Contractor shall submit to the Engineer:

Name and Address of the recording firm.
Copy of sample tape
Manufacturer of tapes
3 Letters of reference

An original and one copy of the tape shall be made. The original shall become the property of the Engineer. The tape must be delivered within five (5) working days after recording is complete, with written documentation and information retrieval procedures.

Owner or Engineer reserves the right to reject audio/video recording due to poor quality, unintelligible audio, uncontrolled pan and zoom. Re-recording shall be at the Contractors expense.

6-1.3 EXPERIENCE

All recordings shall be performed by a professional audio/video recording firm knowledgeable in construction practices and experienced in the implementation of established inspection procedures.

6-1.4 EQUIPMENT

Only broadcast quality camera capable of producing NTSC-500 lines or better shall be used. Recorders must be of professional or industrial grade only, as specified by the National Standard Code.

6-1.4.1 Audio/video cassettes must be professional grade, 1/2 inch, standard VHS format. A DVD may be submitted in lieu of the video cassette with prior approval of the Engineer.

6-1.5 PREPARATION

The right of way shall be surveyed and marked by the Contractor before recording begins.

6-1.6 PERFORMANCE

All recording shall be done during normal business hours. Recording shall not be performed in inclement weather.

All information appearing on the tape must be continuous and run simultaneously by computer generated transparent digital information. Editing or overlaying of this information at a later date will not be permitted. Audio/video synchronization must be accurate to within 1/7 of a second.

Each tape must begin with the Owners name, Contractors name, Contract name and number, Date and Location information. i.e. name of street, direction of travel, viewing side, etc.

6-1.6.1 Continuous digital information at a minimum shall be as follows:

Upper left corner:	Lower left corner:
Name of Contractor	Route of travel
Day, Date and Time	Viewing side
	Street address

6-1.6.2 Audio description shall be recorded simultaneous with the video recording. Special commentary shall be provided for existing buildings, sidewalks, foundations, trees, shrubbery etc. The street address shall be audibly described on the tape.

6-1.6.3 Tapes and boxes shall be labeled with the following information:

Tape Number
Owners Name
Recording Date
Project Title and Number
Location and Standing Limit of Tape

6-1.6.4 Access and haul routes shall be video taped prior to their use. This will be a continuing requirement if changes in access and haul routes occur.

6-1.6.5 Particular attention shall be paid to existing damaged areas. The nature and extent of such damages shall be documented to the extent that it maximizes defensible material in case of potential damage claims after construction.

6-1.7 MASTER INDEX

To facilitate rapid retrieval of the survey data, an organized and detailed index of the contents of each tape shall be prepared. This master index shall be updated as new recordings are made.

6-1.8 QUANTITY AND PAYMENT

No payment shall be made for Audio/Video Documentation Survey and shall be included in the prices bid for the items in the Form of Proposal. Where approved by the Owner, the Contractor may submit color photographs of the project area in lieu of a pre-construction video.

DIVISION 6
SITE IMPROVEMENTS
SECTION 2
SIGNS

6.2.1 DESCRIPTION

Signs shall include the traffic control sign(s) or street name sign(s) as specified on the detail in the construction plans. Traffic control signs are to be provided with breakaway mounting post and all necessary hardware and installation.

6.1.2 MATERIALS

Traffic Control signs shall conform to the requirements of Section 612 of the NJDOT Standard Specifications, modified and amended as follows:

The sign materials shall conform to the requirements of the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD).

Posts for traffic control signs shall be galvanized steel "U" posts conforming to Section 911.02 of the NJDOT Standard Specifications.

Poles for street name signs shall be round, 2-3/8" outside diameter, galvanized steel poles, ten (10) feet long.

6.1.3 METHODS OF CONSTRUCTION

The installation of signs shall conform to the requirements of Section 612 of the NJDOT Standard Specifications, modified and amended as follows:

The signs shall be installed so the bottom edge of the sign is installed seven (7) feet above the finished grade elevation.

Each traffic control sign post shall be constructed with a breakaway sign post support. Street name sign posts do not require breakaway supports.

6.1.4 QUANTITY AND PAYMENT

The quantity of Signs for which payment will be made will be the number of Signs actually constructed in accordance with the Plans or as directed by the Engineer.

Payment for Signs will be made for the quantities as above determined, measured in units, at the price per unit bid in the proposal, which price shall include the cost of the Signs complete, in place; all excavation, backfill, materials, labor, equipment and all else necessary therefore, and all else in connection therewith and incidental thereto.

DIVISION 6
SITE IMPROVEMENTS

SECTION 25
CHAIN LINK FENCE

6.25.1 DESCRIPTION

Chain Link Fence shall include the furnishing and installation of vinyl clad Chain Link Fencing in accordance with the Plans and Specifications. Fencing shall be of the types and sizes specified and shall be constructed to the prescribed lines and grades at the prescribed locations.

6.25.2 MATERIALS

Except where otherwise specifically provided, Chain Link Fence shall conform to the following specifications.

Nominal Pipe Size (ID)

Structure	Mesh	Height	Line Post	End Post	Rail	Rails Required		
						Top	Mid	Bottom
Fence	2" x 9 gauge	To 5'	1 ½"	2"	1 ¼"	X		
Fence	2" x 9 gauge	5' to 8'	2"	2 ½"	1 ¼"	X		
Fence	2" x 9 gauge	8' to 12'	2"	2 ½"	1 ¼"	X	X	
Fence	2" x 9 gauge	Over 12'	2 ½"	3 ½"	1 ¼"	X	X	X
Tennis Court	1 ¾" x 11 gauge	10' to 12'	2"	2 ½"	1 ¼"	X	X	
Baseball Backstop	2" x 9 gauge	See Plans	2 ½"	3 ½"	1 ¼"	X	X	X

6.25.3 FABRIC

Fabric shall be of the height indicated on the Plans or specified elsewhere herein. Chain Link Fence Fabric shall be formed into a continuous chain link mesh by interleaving individual helically wound pickets. Each picket shall be made of steel wire core (0.104" diameter for 11 gauge mesh and 0.132" diameter for 9 gauge mesh) covered with 0.40 oz/SF zinc coating in accordance with ASTM Designation A-641. The above wire core diameters are bare wire dimensions, prior to coating with zinc and vinyl. Prior to the application of the coating, the galvanized wire core shall receive a coating of bonding agent. The bonding agent and coating

shall conform to the requirements of the U.S. Government Specification RR-F-191/1A for both materials and methods of construction.

Based on RR-F-191/1A, the minimum breaking strength of the 11 gauge mesh shall be 800 pounds and the 9 gauge mesh shall be 1200 pounds. All cut ends shall be coated at the factory.

The coating shall comply with ASTM Specifications for non-combustibility, hardness, aging, cracking, tensile strength, elongation and fading.

Measurements between parallel sides of the mesh shall be as specified in the above table. The mesh shall contain no knots, ties or splices except for top and bottom selvage which shall be knuckled into closed uniform loops.

All posts, rails and braces to be galvanized, standard weight (Schedule 40) steel pipe meeting the requirements of ASTM Designation A-120. Nominal Pipe Sizes given in this Specification are nominal inside pipe diameter as listed in the ASTM Designation A-120.

6.25.4 GATES

Gates shall be of the height and width indicated on the Plans or specified elsewhere herein. The following table sets the minimum sizes of gate frames and posts:

Nominal Pipe Size (ID)

Height of Gate	Nominal Gate Frame	Gate Opening	Nominal Gate Post
4' to 5'	1 ¼"	Single to 4' Double to 8'	2"
4' to 5'	1 ¼"	Single 4' to 8' Double 8' to 16'	2 ½"
4' to 5'	1 ¼"	Single 8' to 12' Double 16' to 24'	3 ½"
6' & over	1 ½"	Single to 6' Double to 12'	2 ½"
6' & over	1 ½"	Single 6' to 13' Double 12' to 26'	3 ½"
6' & over	1 ½"	Single 13' to 18' Double 26' to 36'	6"
6' & over	1 ½"	Single over 18' Double over 36'	8"

The fabric for gates shall be the same as that of the adjoining fence and fastened to the frame on all four sides. Gates shall be complete with hinges which clamp securely to the post to eliminate shifting and to allow the gate to swing back against the fence. After the hinges have been bolted to the gate and post, and the alignment checked, the hinges shall be welded permanently to the gate frame and post as a deterrent to vandalism. The welded areas shall be

coated with a cold applied galvanized process equivalent to that specified. All gates shall have a provision to lock with a padlock. Locking cane drop bars shall be provided for each gate on a double leaf gate. Where gates are required on tennis courts, they shall provide a clear opening height of 7' and a transom panel above the gate. The transom panel shall continue to the top of the proposed fence line.

6.25.5 FITTINGS

All fences and gates shall be constructed with all necessary components, fittings and accouterments to provide for a rigid, strong aesthetical structure. All fittings to be galvanized in accordance with ASTM Designation A-153. Rail and post tie wires shall be made of the same wire used in the fence fabric. All posts and arms shall be provided with ornamental caps of an approved design. Top rails shall have an approved method for allowing expansion and contraction.

Where the fence is required to be armed, barbed wire shall be provided in matching color and shall be double strand twisted wire with 4 point barbs spaced 5 inches on center. Extension arms to accommodate barbed wire shall withstand a 250 pound pulldown load from the unaffixed arm end.

Bottom Tension Wire shall be provided on all fencing around play areas such as tennis courts, hockey courts, tot lots and baseball fields. Wire shall be 6 gauge, vinyl coated, galvanized steel stretched along the bottom of the fence and securely fastened to the fabric every 24" with ties of the same material as the fence fabric.

6.25.6 METHODS OF CONSTRUCTION

All work shall be performed in a neat workmanlike manner. Posts shall be set in concrete bases. All line posts for fences over 4 foot shall be set at a minimum depth of 36". End and corner posts for fences over 4 foot shall be set at a minimum depth of 36". Concrete bases for line posts shall have minimum diameter of 9", for end and gate posts 12". All fence posts shall have a maximum spacing of 10 feet from center to center. All concrete bases shall be domed to shed water.

All corner, gate and end posts shall be braced by an approved design and fitted with galvanized tension bands. Brace material shall be the same as the top rail. Braces shall be spaced midway between the top rail and the ground, and shall extend from the terminal or corner post to the first adjacent line post. Braces shall be securely fastened to posts by suitable galvanized steel connections, then trussed from the line post to the terminal post with 3/8" inch round galvanized rods.

Fabric shall be tied to line post every 12" and to rails every 24" with wire ties made to the same specifications as the wire in the fence fabric.

6.25.7 QUANTITY AND PAYMENT

The quantities of Chain Link Fence for which payment will be made will be the length of each type and size actually constructed in accordance with the Plans or as directed by the Engineer, measured in place, where constructed, unless otherwise specified din the Form of Proposal.

The quantities of gates from which payment will be made will the actual number of each type of gate actually constructed in accordance with the Plans or as directed by the Engineer, measured in place, where constructed, unless otherwise specified din the Form of Proposal.

No separate payment will be made for end posts and other special items required by these Specifications or on the Plans, unless otherwise specified din the Form of Proposal.

Payment for Chain Link Fence of the types and sizes specified will be made for the length of each type and size as above determined, measured in lineal feet, at the prices per lineal foot bid for the various Chain Link Fence items in the Form of Proposal. For gates, payment will be made for the quantity of each type and size specified, as above determined, at the unit prices bid for the item Gates, respectively, in the Proposal. All prices shall include the cost of furnishing, assembling and installing complete, all materials, labor, equipment and all else necessary therefore, and all other work in connection therewith and incidental thereto. The prices bid for the items Gates shall include the cost of transom panels if they are required.

DIVISION 7
LANDSCAPING

SECTION 1
TOPSOIL & SEED

7.1.1 DESCRIPTION

Topsoil and Seed shall include the furnishing and placing of a six (6") inch thick bed of topsoil, seeding and fertilization of all disturbed areas and in locations as identified on the plans and other matter as herein specified, in the quantities required in accordance with the Plans and Specifications.

The Contractor shall guarantee all seeding installed under this Contract for a period of two (2) years after the Engineer's Final Acceptance of all seeding, at no additional cost to the Owner.

The Contractor shall replace or overseed any Seed that is dead or have failed to thrive, whether due to natural causes or vandalism, or that are, in the opinion of the Engineer or Landscape Architect, unhealthy, unsightly, or inadequate or improper maintenance. All the above mentioned material will be removed by the Contractor within ten (10) days of notification by the Engineer or Landscape Architect.

7.1.2 MATERIALS

Topsoil

Topsoil, existing or imported, shall have been tested by a certified independent soil testing laboratory. A laboratory test shall be included for each source of topsoil. These test results shall be submitted to the Engineer for review and approval prior to importing the topsoil.

The topsoil test shall determine the presence of a minimum of the following:

1.) Phosphorous
2.) Potassium
3.) Magnesium
4.) Calcium
5.) Sodium
6.) Nitrate - Nitrogen
7.) Sulfur
8.) Zinc
9.) Manganese
10.) Copper
11.) Iron
12.) Boron
13.) % organic matter (by rapid dichromatic oxidation)
14.) Soil pH
15.) Buffer pH (if pH < 6.4)
16.) Excess carbonate (if pH > 6.4)
17.) Soluble salts (electrical conductivity)

18.) Cation Exchange Capacity (CEC)
19.) Percent base saturation
20.) Mechanical analysis (sand, silt and clay content)
(as determined by the Buoyoucos Hydrometric Method)

Topsoil shall contain at least 3% organic matter determined by loss on ignition of moisture free samples. The acidity range shall be pH 5.0 to 7.0 inclusive. The mechanical analysis of the soil shall be:

Passing	Retained On	Percentage
1/2" Screen	.....	100%
1/2" Screen	1/4" screen (Gravel not more than).....	3%
1/4" Screen	#100 USS sieve (course, medium and fine sand)....	40% - 60%
#100 USS Sieve	(Very fine sand, silt and clay in equal proportion)	40% - 60%

All topsoil, both newly furnished and stockpiled (if any), shall be natural topsoil, sandy loam (max. 65% sand, per USDA soil textural triangle) free from subsoil, and obtained from an area which has never been stripped. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hard pan, stones larger than 1/2", lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks or any other undesirable material.

Topsoil must also be free of plants or plant parts of Bermudagrass, Quackgrass, Johnsongrass, Mugwort, Nutsedge, Poison Ivy, Canadian Thistle, etc..

Topsoil shall not contain toxic substances harmful to plant growth, i.e. pesticide residues and shall comply with NJDEP Site Remediation Program standards for "Clean" soil. (Use Clean Soil Note for Remediation Projects and Schools, Only)

No topsoil shall be shredded, screened, mixed or worked in a wet or frozen state.

Submit sample of topsoil along with Certified Soil Test Analysis for acceptance prior to transport of topsoil to site. Location of topsoil source shall be provided.

Topsoil which has been stripped from the site of the work may be used for planting provided it meets this specification and is tested and treated in accordance therewith. All topsoil required in excess of that obtained from the site shall be furnished by the Contractor. Use of onsite material shall in no way relieve the Contractor from the requirements of the Specification and the performance guarantee.

All Topsoil, Imported utilized on site shall be thoroughly blended with existing topsoil.

Delivery of any Topsoil, Imported in a very wet or frozen condition will not be accepted.

Delivery of the topsoil, Imported to the site shall be monitored by the Engineer to determine conformance to the specifications. At the direction of the Engineer, and Topsoil,

Imported, which does not conform to the Specifications, shall be rejected, removed and replaced with the specified Topsoil, Borrow at the Contractor's expense.

Soil Amendments

Applications of the following amendments shall be determined by the soil test recommendations and in seeded areas only.

Lime: Material shall be ground or pulverized limestone which contains at least 50% total oxides, i.e. calcium oxide plus magnesium oxide. Limestone shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98-100% will pass through a 20-mesh sieve. Granular or pelletized lime may be used but it must follow the same specifications as above prior to being granulated or pelletized. Applications shall be determined by soil test recommendations and in seeded areas only.

Aluminum Sulfate: Commercial grade.

Peat Moss: Type 1 sphagnum peat moss; finely divided with a pH of 3.1 to 5.0.

Sedge Peat: Decomposed peat containing no identifiable fibers.

Leaf Compost: Screened and free of trash.

Pine Bark: Potting grade pine bark with no particle size larger than 1/2" and less than 10% wood fiber.

Bone Meal: Finely ground and with a minimum analysis of 2% nitrogen and 20% available phosphoric acid.

Sand: Clean washed sand free of toxic materials.

Perlite: Conforming to the National Bureau of Standards PS 23.

Vermiculite: Horticultural grade, free of toxic substances.

Sawdust: Rotted sawdust, free of chips, stones, sticks soil or toxic substances and with 7.5 pounds nitrogen uniformly mixed into each cubic yard of sawdust.

Manure: Well rotted, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust or other bedding materials and containing no chemicals or ingredients harmful to plants.

Commercial Fertilizer

Contractor to provide Manufacturer's or vendor's certified analysis of fertilizer materials.

All fertilizer shall be granular pills, packets, pellets or liquid with 35% to 80% of the total nitrogen in a slow release form, formulated for mixing into soils, and certified by the manufacturer to provide controlled release of nitrogen continuously for a period of no more than 12 months. Commercial fertilizer must be consistent with, and be applied in accordance with, Federal and State fertilizer laws.

All fertilizers shall be uniform in composition, free flowing and suitable for application with approved equipment. Fertilizers shall be delivered to the site fully labeled according to applicable State fertilizer laws and shall bear the name, trade name or trade mark, and warranty of the producer and furnished to the Engineer at the time of delivery. Application rates and ratios shall be determined by soil test recommendations.

Weed Control

Any herbicide used must be approved by Federal and State Authorities for use in this area.

Contractor shall submit brand name and content of broad-leafed herbicide to be used to Engineer for approval prior to any weed control applications.

Application rates shall be as appropriate for amount of weed control required and shall be as per manufacturer's recommendations.

Contractor shall post warning flags in all areas treated with weed control.

Application shall not occur during times when the general public might be subject to exposure.

Seed

Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by the Official Seed Analysts of North America.

Seed for the field area and outside of the field area shall match the composition of the "Tuckahoe Athletic Fescue Turf" sod mix as supplied by Tuckahoe Turf Farms, Hammonton, NJ (866) 711-2326, or approved equal, seed mix is as follows:

SEED MIXTURE
30% Penn RK4 Turf Type Fescue
30% Rebel IV Turf Type Tall Fescue
30% Justice Turf Type Tall Fescue
5% Wildwood Kentucky Bluegrass
5% Brooklawn Kentucky Bluegrass

Each shipment of the grass seed shall be accompanied by an analysis of its composition, purity and germination, certified by the seed house, and furnished to the Engineer at the time of delivery for his approval. A submittal outlining the precise seed varieties, manufacturer and seed ratings are to be submitted at the start of construction.

Mulch

Mulch for Seeded Areas

Straw shall be free of rot, mildew, noxious weed seeds and shall be small-grained, such as wheat or barley.

Cellulose fiber mulch shall consist of specially prepared cellulose processed into a uniform fibrous physical state. The fiber mulch, including dye, shall contain no germination or growth inhibiting factors. The mulch material shall be manufactured and processed in such a manner that the cellulose fiber mulch will remain in uniform suspension in water under agitation and will blend with seed, fertilizer and other additives to form a homogeneous slurry. The mulch shall cover and hold seed in contact with the soil without inhibiting the growth of seedlings.

Prefabricated wood shaving mat shall be woven and may contain light weight plastic netting on one or both sides.

Stabilizing Materials

Mulch anchoring tool is a tractor-drawn implement designed to punch and anchor mulch into the soil surface a minimum of 2".

Cellulose fiber may be used for anchoring straw. The fiber binding shall be applied at a net dry weight of 750 pounds per acre. The cellulose fiber may be mixed with water. The mixture shall contain a maximum of 50 pounds of cellulose fiber per 100 gallons of water.

Liquid Mulch Binder

Binder shall be non-asphaltic liquid concentrate diluted with water forming a transparent, 3-dimensional, film-like crust permeable to air and water and containing no agents toxic to seed germination.

Applications of liquid mulch binder shall be heavier at the edges of mulched areas where wind catches the mulch.

Liquid mulch binder shall be applied uniformly at a rate of 6 gal./ac.

Mulch Netting: Stake light weight plastic netting over the mulch according to manufacturer's recommendations. Stakes shall be driven to ground level or removed once seed is established.

Water

Shall be provided at the Contractors expense, and shall be applied in accordance with these specifications. If a source of water is available onsite, contractor must request permission from owner or engineer prior to use of existing water source on-site.

7.1.4 METHOD OF CONSTRUCTION

Excavation and grading shall be done in conformance with Division 2, Sections 3, 3a, 8, or 16 as applicable of the Specifications.

Scarify the area to be topsoiled to improve the bond between slope and topsoil. Remove from the scarified area stones 2 inches or larger in any dimension and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps. For slopes of 2H:1V or steeper, create ridges (such as by a dozer track) in the subsoil surface parallel to the bottom of the slope.

All valve boxes, curb stops, cleanouts, vents and miscellaneous castings and appurtenances shall be set to finish grade prior to placing topsoil. All areas shall be brought to final grade with the required amount of topsoil.

Ensure that ground areas are not damaged by the delivery, handling, or storage of materials; by washouts due to drainage diversion; by workers; or by equipment. Repair such damage by grading, fertilizing, seeding, and mulching as specified in accordance with NJDOT Standard specifications 806.03.01.

Two samples (minimum) shall be provided for every acre. Results of the tests shall be furnished by the Contractor to the Engineer prior to commencement of seeding. All additives necessary to meet the topsoil requirements shall be added in a manner satisfactory to the Engineer.

Spreading of Topsoil

After the Engineer has approved the prepared surface elevations, spread topsoil and smooth to grade to produce the required thickness. For slopes of 2H: 1V or steeper, create ridges (such as by a dozer track) in the topsoil surface parallel to the bottom of the slope to hold the seed in place and to retain moisture.

A minimum of 6" of topsoil shall be spread or respread over prepared subgrade.

Spread topsoil to the minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Add specified soil amendments based upon the certified lab test results and mix (by disc or other mechanical means) thoroughly into the topsoil.

Spreading of topsoil shall be performed in such a manner that seeding can proceed with a minimum of additional soil preparation and tillage.

Any irregularities in the surface resulting from topsoiling or other operations shall be corrected in order to prevent the formation of depressions or water pockets.

Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in any condition that may otherwise be detrimental to proper grading and/or seeding.

If topsoil is not being installed immediately storage of Topsoil shall be performed in accordance with NJDOT Standard specifications section 202.03.03B.

Fine Grading

Fine grade **areas** to smooth even surface with loose, uniformly fine texture. Roll, rake and drag lawn areas, remove ridges and fill depressions as required to meet finished grades, and provide positive drainage as directed in the field by the Landscape Architect. Limit fine grading to areas which can be planted immediately after grading.

Seeding work shall proceed only after rough grading has been completed and the finish grade is within ¼" of the final finish grade.

Preparation of Unchanged Grades for Lawn

Where **LAWN** is to be planted in areas that have not been altered or disrupted by

excavating, grading or stripping operations, prepare soil for planting as follows:

Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material properly; do not turn over into soil being prepared for lawns.

Till soil to a depth of 6" and apply soil amendments as recommended by soil test analysis. Remove high areas, fill in depressions and till soil to a homogeneous mixture of fine texture, free of lumps, clods, stones over 1/2", roots and other extraneous matter.

Apply commercial fertilizer at rates recommended by the certified lab test results and thoroughly mix into top 4" of soil. Delay application of fertilizer if lawn planting will not follow within a few days.

The appropriate fertilizer shall be thoroughly mixed into the topsoil areas to be seeded at the rate and type established by the certified soil test. The lawn areas shall then be carefully raked and brought to an even smooth grade, and made ready for seeding.

Delay application of fertilizer if lawn planting will not follow within a few days. All stones, debris or vegetation 1" or more in diameter brought to the surface shall be collected and removed by the Contractor. The finished grade shall be even, smooth and free of any depressions or mounds.

Seeding New Lawns

Preparation of Subgrade

Work shall proceed only after rough grading has been completed and the subgrade is within 1/10 of 1' (1.25") of the final subgrade elevation.

If the subgrade area develops volunteer weed growth, the growth must be eliminated at this phase with glyphosate- 2 treatments, 4 weeks apart.

Grades which have been previously established in conformance with the drawings shall be maintained in a true and even grade.

Loosen subgrade of the areas to a minimum depth of 6". Remove all stones over 1", sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation. Subgrade shall be inspected and approved by the Engineer after tilling and prior to any spreading of topsoil.

Limestone shall be spread and worked into the subsoil at an application rate determined by soil test analysis. Through use of a rototiller or an approved cultivator, any lime spread over the surface shall be worked into the top 4" to 6" of topsoil.

Initial Seeding Procedures for lawn areas- (Broadcast seeding will not be permitted.)

Prior to seeding operations, the Engineer shall inspect and approve final grading and topsoil preparation.

If and where directed by the engineer, apply Glyphosate type as directed on label and at appropriate concentrations to kill existing undesirable vegetation.

After the above is completed and approved by the Engineer, the area shall be seeded at a rate of six (6) pounds per thousand (1000) square feet. Seeding operations shall be performed

between March 15 and May 15 or between August 15th and September 30. The seeding time frame may be extended or reduced according to the prevailing weather conditions, Engineers approval and/or per the grower's recommendations. Seeding shall not be performed on frozen ground or when temperature is 32 degrees or colder.

No seeding shall be permitted after a rain (unless surface of ground is loosened) or when the velocity of the wind exceeds 5 MPH. Extreme care shall be exercised during seeding and raking so that no change in grade is made and so that seed is not raked from one area to another.

Sow lawn seed using a slit seeder or drill seeder. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to one another. Hydroseeding will not be permitted unless otherwise directed by the Engineer or Landscape Architect

Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage. Moisten prepared areas before planting, if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create muddy soil condition.

Sow not less than the quantity of seed specified or scheduled.

Protect seeded LAWN against erosion by spreading mulching material after completion of seeding operations. Spread uniformly to form a continuous blanket of not less than 1 1/2" loose measurement over seeded areas.

Newly seeded areas shall be lightly rolled with a two hundred pound hand roller. The completed area shall have a smooth even appearance.

Protect seeded slopes against erosion with erosion netting or other methods acceptable to the Engineer.

Anchor mulch with stabilizing material. Take precautions to prevent damage, or staining, of construction or other plantings adjacent to mulched areas.

In the absence of rain, the newly seeded areas shall be watered 2-3 times daily at 10:00 a.m., 12:00 p.m. and/or 2:00 p.m.

If the area develops volunteer weed growth, the growth must be eliminated at this phase with glyphosate- 2 treatments, 4 weeks apart.

Grades which have been previously established in conformance with the drawings shall be maintained in a true and even grade.

7.1.5 MAINTENANCE OF SEEDED AREAS

The Contractor shall be responsible for the continued maintenance of the seeded lawn areas and shall not be considered for Final Acceptance until a full vigorous stand of turf exists, final overseeding has germinated and at least three (3) successful mowings have been conducted. Re-working and re-seeding with the same seed mixture applied at the same rate as originally specified, of any area which fails to show a uniform stand of grass, shall be repeated, at the Contractor's expense, until all areas are covered with a satisfactory stand of grass, and the lawn is

accepted. The following activities are to be continuous until the time of Final Acceptance, and shall include, but not be limited to:

General **Seeded** Lawn Area Maintenance

- Proper and adequate watering
- Re-filling of rain-washed gullies and rutted areas
- Re-fertilization and lime applications as recommended by soil test analysis
- Weed, fungus and pest control

The Contractor's responsibilities for maintenance of **seeded areas** shall include, but not be limited to, the following:

- Re-seeding of any bare areas
- If seeded in the fall, or if not acceptable at that time, continue maintenance the following spring until acceptable lawn is established.
- Apply subsequent fertilizer applications as recommended by soils test analysis.
- Re-fertilization and lime applications as recommended by soil test analysis
- If seeded in the fall, or if not acceptable at that time, continue maintenance the following spring until acceptable lawn is established.
- Mowing and Miscellaneous Maintenance of Seeded Lawn Areas
- Mow to a height of 2" - 3" when grass attains a height of 4" or when growth tends to smother new seedlings. Do not remove more than 1/3 of the blade of grass at any one time.
- Mowing operations shall include trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs and parking areas. String trimmers shall not be used around plant material.
- Edging of all sidewalks, curbs and other paved areas, as well as the limit of seed edge, shall be performed once every other mowing. Debris from edging operations shall be removed and the areas swept clean.
- **Maintenance Period for Seeded Lawn Areas** - The maintenance period shall extend for 60 days after Final Acceptance, while turf is actively growing. This shall include not less than eight (8) weekly mowings.

7.1.6 QUANTITY AND PAYMENT

The quantity of Topsoil and Seed, for which payment will be made, will be the area actually constructed in accordance with the Plans and Specifications.

Payment for Topsoil and Seed will be made for the quantity as above determined, measured in square yards, at the price per square yard bid for the Item Topsoil and Seed in the Proposal, which price shall include the cost of excavation, grading, setting miscellaneous castings and appurtenances, furnishing the topsoil, spreading, rolling, mulching, seed, fertilizer, additives, necessary cutting and watering; all materials, labor, equipment and all else necessary.

DIVISION 7
LANDSCAPING

SECTION 3
PLANTING

7.3.1 DESCRIPTION

Planting shall include the furnishing, preparation of beds and pits and installation of all landscape materials and other matter as herein specified, in the quantities required, and in accordance with the Plans and Specifications.

The Contractor shall guarantee all plant material installed under this Contract for a period of two (2) years after the Landscape Architects/Engineers final acceptance of all planting at no additional cost to the Owner.

7.3.2 GENERAL

All plant material shall meet or, if indicated on the plant list, exceed the standards set forth in the current issue of American Standard for Nursery Stock published by the American Horticulture Industry Association (ANSI-Z60.1). Height, spread and caliper sizes shall be as indicated on the plant list. All plants shall equal or exceed measurements specified in the plant list which are the minimum acceptable.

Nomenclature will be in accordance with Hortus III by L.H. Bailey.

Contractor shall perform topsoil testing in accordance with Division 7, Section 1, submit results to Landscape Architect/Engineer for review.

Submittals shall be provided for all manufactured items including but not limited to; fertilizer, herbicide, Mycorrhizal Fungal Inoculant, Mulch, Peat moss, All other soil amendments, as determined by soil testing.

Prior to the commencement of work, the contractor shall provide the Landscape Architect or Engineer with an itemized schedule of values for each of the various types of plant materials, to serve as a basis for any substitutions, additions, deletions, etc.

It is the Contractor's responsibility to make every reasonable effort to find the material specified. The Contractor shall furnish quantities necessary to complete the planting as shown on the plans.

In the event that the contract material has become unavailable, the Contractor may offer substitutions to the Landscape Architect or Engineer for consideration. If he does so, he must include price clarification for such substitutions. Any substitution must be approved in writing by the Engineer or Landscape Architect.

7.3.3 QUALITY ASSURANCE

Landscape work must be done by a single firm specializing in landscape work.

Source Quality Control

General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.

Analysis and Standards (Topsoil Amendments): Package standard product with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

Trees, Shrubs and Other Plant Material

Contractor shall provide healthy, vigorous stock grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, larvae, eggs and defects such as knots, sunscald, injuries, abrasions or disfigurement.

All plant material shall come from sources within the same USDA / Agricultural Research Service Plant Hardiness Zone as the Project Site and within 200 miles of the Project Site. Any material from sources outside this zone is not acceptable.

Balled and burlapped plants shall be dug with firm rootballs free of noxious weeds. There shall be no excess soil on the top of the rootball or around the trunk.

Rootball sizes shall be accordance with American Standard for Nursery Stock unless specifically noted.

Container grown stock shall be used only when specified and shall conform to standard set forth in with the standards set forth by these specifications.

At least 10% of each variety of trees and shrubs shall be labeled with a securely attached, waterproof tag bearing legible designation of botanical and common name.

Caliper and Height Measurement of Balled and Burlapped Material

In size grading of single trunk trees, caliper shall take precedence over height.

Caliper of trunk shall be taken at 6" above the ground level for trees up to and including 4" caliper size, and 12" above the ground level for larger trees.

For multi-stemmed trees, at least one trunk must meet caliper size.

In all cases, Contractor shall make every effort to meet both caliper and height standards specified on the plans and in the schedules.

Container Grown Stock

The size of container grown shrubs shall be measured by the height and width of the plant.

Container grown trees shall be measured by the same standards as listed above.

Herbaceous perennials shall be measured by pot size, not top growth.

The root system of container grown plants shall be well developed and well distributed

throughout the container such that the roots visibly extend to the inside face of the container.

Plants shall be measured before pruning with branches in normal position. Necessary pruning shall be done at time of planting.

When formal arrangements or consecutive order of trees or shrubs is shown, stock shall be selected for uniform height and spread and labeled by number to assure symmetry in planting.

When all plant material has been selected and pre-tagged by the Landscape Contractor, the Landscape Architect or Engineer shall be notified in order to schedule his nursery inspection with a minimum of 3 days advance notice.

The Contractor shall accompany the Landscape Architect or Engineer on all inspections.

The Contractor shall have located sufficient alternate choices to prevent loss of time in the event that some trees fail to meet with the approval of the Landscape Architect.

All trees must be approved in the field by the Landscape Architect or Engineer before digging begins.

Field collected plant material shall not be used unless nursery grown stock is not available, and then only when authorized in writing by the Landscape Architect/Engineer. Collected stock shall have rootballs in accordance with (ANSI-Z60.1).

7.3.4 DELIVERY, STORAGE AND HANDLING

Deliver packaged materials in containers bearing weight, analysis and name of manufacturer.

Protect materials from deterioration during delivery and while stored at the site.

Trees and Shrubs

The Contractor shall provide freshly dug plant material.

Trees and shrubs shall not be bent or tied in such a manner as to damage bark, break branches or destroy natural shape. Damaged material will be rejected.

Protective covering shall be provided during delivery.

Roots of bare root material shall be protected during delivery and handling to guard against drying out and damage.

Bare root plants, if specified, shall be puddled immediately after digging by immersing the roots in a thick mixture of clay and water so as to completely coat the roots.

If planting is delayed for more than 5 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture. All container grown plants shall be grouped and watered daily until planting. Deliver trees and shrubs after preparations for planting have been completed, and plant immediately.

Do not remove container grown stock from containers until planting time.

The Contractor shall, in loading and unloading or handling plants, exercise the utmost care to prevent injuries to the branches or roots.

The solidity of the rootball shall be carefully preserved. Plants delivered with broken rootballs will be rejected.

7.3.5 PROJECT CONDITIONS

Contractor shall coordinate with Engineer's Phasing Schedule in order to proceed with, and complete, landscape work as rapidly as portions of the site become available (working within seasonal limitations for each kind of landscape work required).

Contractor shall determine location of underground utilities and shall perform work in a manner which will avoid possible damage, excavating by hand if required.

When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions etc., the Contractor shall notify the Landscape Architect or Engineer immediately.

Should planting of trees and shrubs occur after lawn work, lawn areas shall be protected and damage to lawns resulting from planting operations shall be promptly repaired.

During landscape work keep pavements clean and work area in an orderly condition.

Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers.

Treat, repair or replace damaged landscape work as directed by Landscape Architect/Engineer.

7.3.6 INSPECTION AND ACCEPTANCE

When landscape work is completed, including maintenance, Engineer and Landscape Architect will, upon request, make an inspection to determine acceptability.

Landscape work may be inspected for acceptance in parts agreeable to Landscape Architect and Engineer, provided work offered for inspection is complete, including maintenance.

When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Landscape Architect/Engineer and found to be acceptable. Remove rejected plantings and materials promptly from project site.

The Contractor shall replace any trees, shrubs or plants that are dead or that are, in the opinion of the Landscape Architect or Engineer, unhealthy, unsightly or have lost their design value or natural shape because of dead branches, excessive pruning, or inadequate or improper maintenance. All the above mentioned material will be removed immediately upon direction of the Landscape Architect or Engineer and replacement planting is to be done no later than the succeeding season.

7.3.7 MATERIALS

Plant Materials

Provide deciduous tree of height and caliper scheduled or shown and with branching configuration recommended by ANSI-Z60.1 for type and species indicated.

Provide single stem trees except where otherwise specified.

Provide balled and burlapped material unless otherwise specified.

Provide shrubs of height and/or spread scheduled or shown and with not less than the minimum number of canes required by ANSI-Z60.1 for type and height indicated.

Provide balled and burlapped material unless otherwise indicated.

Provide Coniferous and Broadleafed Evergreens of sizes scheduled or shown and which meets or exceeds ANSI-Z60.1 standards.

Dimensions specified indicate minimum spread for spreading and semi-spreading type evergreens, and height for other types of evergreens such as globe, cone, dwarf, pyramidal, broad upright and columnar.

Provide quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension indicated.

Provide balled and burlapped material unless otherwise indicated.

Provide container grown (Ornamental Grasses and Perennials) material conforming to ANSI-Z60.1 specifications for container grown stock.

Planting Backfill Mixture

Planting backfill mixture shall be the existing native topsoil, or 'A' Horizon.

If existing native topsoil is determined to be unsuitable, an approved imported topsoil with similar soil characteristics to the native topsoil may be used, if and where directed by Landscape Architect. Contractor shall provide Certified Soil Analysis of imported topsoil for review and approval. Unsuitable excavated material is to be removed from the site and disposed of at the Contractor's sole expense.

Topsoil mixture for backfilling planted areas shall consist of five (5) parts by volume of topsoil thoroughly mixed with one (1) part of peat moss or humus. The planting backfill mixture shall be thoroughly mixed by hand or rotary mixer to the satisfaction of the Landscape Architect or Engineer or his representative.

Mycorrhizal inoculants shall be added to all planting backfill in granular, powder or liquid form. The species formulation used in the inoculant shall be diverse and have been proven to be effective over wide ranges of plant species, pH, and soil types. It shall be applied according to the manufacturer's recommendations.

Soil Amendments

A. Lime: Material shall be ground or pulverized limestone which contains at least 50% total oxides, i.e. calcium oxide plus magnesium oxide. Limestone shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98-100% will pass through a 20-mesh sieve. Granular or pelletized lime may be used but it must follow the same specifications as above prior to being granulated or pelletized. Applications shall be determined by soil test recommendations.

B. Aluminum Sulfate: Commercial grade.

C. Peat Moss: Type 1 sphagnum peat moss; finely divided with a pH of 3.1 to 5.0.

D. Sedge Peat: Decomposed peat containing no identifiable fibers.

E. Leaf Compost: Screened and free of trash.

F. Pine Bark: Potting grade pine bark with no particle size larger than 1/2" and less than 10% wood fiber.

G. Bone Meal: Finely ground and with a minimum analysis of 2% nitrogen and 20% available phosphoric acid.

H. Sand: Clean washed sand free of toxic materials.

I. Perlite: Conforming to the National Bureau of Standards PS 23.

J. Vermiculite: Horticultural grade, free of toxic substances.

K. Sawdust: Rotted sawdust, free of chips, stones, sticks soil or toxic substances and with 7.5 pounds nitrogen uniformly mixed into each cubic yard of sawdust.

L. Manure: Well rotted, unbleached stable or cattle manure containing not more than 25% by volume of straw, sawdust or other bedding materials and containing no chemicals or ingredients harmful to plants.

Fertilizer

Commercial fertilizer must be consistent with, and be applied in accordance with, Federal and State fertilizer laws. All fertilizer shall be granular pills, packets, pellets or liquid with 35% to 80% of the total nitrogen in a slow release form, formulated for mixing into soils, and certified by the manufacturer to provide controlled release of nitrogen continuously for a period of no more than 12 months.

For trees and shrubs: Fertilizer shall be a complete fertilizer with a minimum analysis of 10% nitrogen, 6% phosphorous and 4% potassium. Fertilizers with a ratio of 4-1-2 (i.e. 24% nitrogen, 6% phosphorous and 12% potassium) shall be used for woody plants. Available product include but are not limited to: Forikote, NPK 18-6-12, as manufactured by Florikan; Sustane + Sumicoat, 16-4-8, as manufactured by Sustane Natural Fertilizer, Inc.; or approved equal.

For perennials, annuals and bulbs: Fertilizer shall be a complete fertilizer that is slow released.

All fertilizers shall be uniform in composition, free flowing and suitable for application with approved equipment. Fertilizers shall be delivered to the site fully labeled according to applicable State fertilizer laws and shall bear the name, trade name or trade mark, and warranty of the producer. Application rates shall be determined by soil test recommendations.

Weed Control

Any herbicide used must be approved by Federal and State Authorities for use in this area.

Contractor shall submit brand name and content of broad-leafed herbicide to be used to Landscape Architect or Engineer for approval prior to any weed control applications.

Application rates shall be as appropriate for amount of weed control required and shall be as per manufacturer's recommendations.

Contractor shall post warning flags in all areas treated with weed control.

Application shall not occur during times when the general public might be subject to exposure.

Mulch

Material shall be composted, shredded hardwood (or pine bark with less than 10% sapwood), dark brown in color, or approved equal.

Material shall be uniform in size, free of foreign matter and suitable for topdressing of trees, shrubs or perennials.

Samples shall be submitted to Landscape Architect or Engineer for approval prior to purchase and delivery.

Guying and Staking

Wood stakes shall be 2"x2" hardwood stakes, or approved equal, for vertical staking of trees. See tree staking detail for lengths and quantity of stakes.

Flat Woven webbing may be used instead of wire and hose for guying. Fasten trees to stakes using ¾" wide, flat polypropylene material such as Arbortie™, or approved equal, that is knotted around or nailed to stakes. Any knot around the tree truck or branches must be expandable.

Wire (for guying and staking) Tree staking wire shall be 12 gauge galvanized steel, or approved equal, double strand, twisted.

Hose shall be corded rubber, uniform in color and not less than 1/2" inside diameter.

Anti-Desiccant

Anti-desiccant shall be emulsion type, film forming agent designed to permit transpiration but retard excessive loss of moisture from plants.

Deliver in Manufacturer's fully identifiable containers and mix in accordance with Manufacturer's instructions.

7.3.8 EXECUTION

Tree and Shrub Planting & Transplanting

No tree planting operations shall take place until placing of topsoil has been completed.

Locations of plant material shown on plans are approximate. Final locations will vary from plan and shall be determined in the field under the direction of the Landscape Architect/Engineer.

Contractor shall provide pre-marked, color-coded flags for all shade trees, evergreen trees and flowering trees, with abbreviations that correspond with the Plant List. Landscape Architect or Engineer shall place the color-coded flags to indicate plant locations.

All transplanting shall be performed in strict accordance with the ANSI A300 Part 6 most current version, which are incorporated herein by reference.

For shrub mass planting, the entire bed subgrade shall be tilled 6" deep . Remove any stones over 1", sticks, roots, rubbish and any other extraneous matter. If the soil is heavy clay and silt, organic matter should be added based upon soil test recommendations.

Under no circumstances shall the Contractor pre-dig tree or shrub pits.

Upon final approval by the Landscape Architect or Engineer of tree placement, the Contractor shall paint a circle around the ball of the tree, move tree and excavate tree pit.

Excavation of Tree and Shrub Pits

Walls of tree pits shall be dug so that they are vertical or sloping outward in heavy soils, and scarified. Excavation shall be slightly raised in the center to provide proper drainage.

Tree pits must be a minimum of 2' greater in diameter than the ball of the tree or the spread of its roots.

Shrub pits and trenches must be a minimum of 1' greater in diameter than the ball of the shrub or the spread of its roots.

The depth of the tree and shrub pit shall be as deep as necessary to accommodate the ball of the tree so that it will not be necessary to raise or lower the plant material to bring it to the required grade. Tree pits shall be deep enough to allow 1/8 of the ball of the tree to be above finished grade. Plants shall rest on undisturbed existing soil or well-compacted backfill.

Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.

When pits have been dug, the Contractor shall partially fill with water a representative number of pits in each area to determine that there is adequate percolation in the subgrade at each pit. If not, notify the Landscape Architect or Engineer immediately.

Tree and Shrub Placement

Place tree or shrub in pit by carrying the ball and then lowering it into the pit. Never lift trees by their trunk or branches.

Set balled and burlapped (B&B) stock on bottom of pit, plumb and in the center of the pit, with the most desirable side facing the prominent view.

Prior to placing trees in the pit remove bottom of wire basket prior to placement in the pit. Upon placement in the pit, remove wire basket entirely, then cut and remove rope from the top 50% of rootball and pull burlap back to the edge of the rootball. Remove as much burlap, woven products and twine as possible. All plastic or synthetic film must be removed from rootball. Cut all twine away from canes.

For shrubs remove containers from all container grown shrubs, prior to placing material into the pit and slash the edges of the rootball from top to bottom, at least 1" deep, making 4-5 cuts. The slashing of roots may not be required for containers pre-treated with copper coating.

Set shrub straight and in the center of the pit with the most desirable side facing the prominent view.

Backfilling Tree and Shrub Pits

Tree and Shrub pits shall be backfilled with topsoil mixture as specified in 7.3.8.

Trees and shrubs must remain straight throughout backfilling.

Place backfill around base and sides of rootball, working each layer to settle backfill and eliminate air pockets and voids. When backfill is 2/3 completed, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Place final layer of backfill, tamp firmly and water again until no more water is absorbed.

Never cover top of rootball with soil.

Form a soil saucer above finished grade around the outer rim of tree and shrub pit.

Mulch top of rootball and saucer to a depth of 3" with shredded hardwood bark mulch. Do not place mulch against trunk.

Pruning of Trees and Shrubs

Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice.

Pruning shall be restricted to corrective pruning to improve form only. This includes structure, dead, damaged, diseased and/or conflicting branches.

Do not cut main leader unless directed by Landscape Architect or Engineer to do so. Remove only injured or dead branches from flowering trees, if any.

If side branches are cut to balance tree, make all cuts back to a lateral branch or bud.

Prune out any dead or broken branches.

Final pruning shall be done after trees and shrubs are in place.

Remove and replace excessively pruned stock resulting from improper pruning.

Remove all tags, labels, strings and wire from tree unless otherwise directed by Landscape Architect or Engineer.

After final pruning, apply anti-desiccant where appropriate using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage.

Tree Staking (Trees Under 6" Cal.)

Staking shall be completed as soon as possible after planting of tree. Number of stakes shall be as shown on the tree staking detail on the drawings.

Space tree stakes evenly and vertically on the outside of the rootball and drive firmly into the ground. Stakes shall be driven at an angle and drawn inward to **vertical**.

Cut pieces of hose long enough to loop around trunk.

Place hose around trunk at the height required to provide optimum support. Thread the wire through the hose and pull both ends horizontally 2' beyond stake.

Twist the wires together starting at the rubber hose. Wind both ends of the wires around the stake twice then twist wire back on itself to hold securely. Cut off excess wire. Wire shall be 3" min. from the top of the stake.

Tree Guying (Evergreen Trees)

Guying shall be completed as soon as possible after planting of tree. Number of stakes shall be as shown on the tree staking detail on the drawings.

Cut pieces of hose long enough to loop around trunk.

Space steel angles evenly around, and 18" from the outside of tree pit and drive firmly into the ground allowing the end of the angle to project 6" above grade.

Place hose around trunk just above lowest stout branch at 2/5 to 3/5 the height of the tree.

Twist the wires together starting at the rubber hose. Wind both ends of the wire through the hole in the steel angle and twist wire back on itself to hold securely. Cut off excess wire.

Planting and Transplanting of Herbaceous plant materials

Preparation of Planting Beds

The entire bed subgrade shall be tilled 8" deep . Remove any stones over 1", sticks, roots, rubbish and any other extraneous matter.

Dig beds not less than 8" deep and mix with soil amendments and fertilizer as recommended by

soil test analysis.

Spread planting soil mixture to a minimum depth required to meet lines, grades and elevations shown, after light rolling and settlement as follows:

Place approximately 1/2 the total amount of planting soil required and work into the top of the loosened subgrade to create a transition layer.

Place remainder of planting soil.

Mulch entire planting bed with 2" shredded hardwood bark mulch.

Placing Plants

Before planting, biodegradable pots shall be split and non-biodegradable pots shall be removed. Root systems of all potted plants shall be split or crumbled.

Plants shall be installed so that the roots are surrounded by soil below the mulch.

Potted plants shall be set so that the top of the pot is even with finished grade.

Roots of bare root plants shall be covered to the crown.

The entire bed shall be thoroughly watered.

Treat the mulched and planted bed with a pre-emergent herbicide only as directed by the Landscape Architect or Engineer. Apply only when foliage is dry to prevent foliar burn.

Watering

All material shall be thoroughly watered at one (1) week intervals throughout the summer as follows:

A hose without a nozzle should be inserted into the soil just beyond the rootball and water allowed to run at a moderate rate until it bubbles to the surface. Remove hose and place at a new location, diametrically opposite, and allow the water to run until the earth saucer is filled to the brim. If this water is absorbed before 15 minutes have elapsed, the procedure should be repeated immediately, and again for as many times as necessary, until the saucer retains water for more than 15 minutes.

During the month commencing with the third week in August and ending with the third week in September, the interval between waterings shall be extended to 2 weeks in order to allow the buds to harden. After the third week in September, watering shall be resumed on a weekly basis until frost.

Maintenance of all plant materials

Maintenance shall begin immediately after planting.

Contractor shall maintain trees until final acceptance by Landscape Architect or Engineer, but in no case less than 60 days after completion.

Maintain trees and shrubs by pruning, cultivation and weeding as required for healthy growth in

conformance with standard horticultural practice.

Contractor shall restore planting saucers, tighten and repair stake and guy supports and reset trees as required.

Spray trees and shrubs as necessary to keep material free of insects and disease.

Contractor shall maintain herbaceous materials as follows:

If a timed-release fertilizer has been incorporated during plant installation, no more fertilizer need be applied during the first growing season.

After the first growing season fertilize perennials with a slow release fertilizer or any 50% organic fertilizer, or mulch perennials with compost 1" deep.

Cut all deciduous perennials flush to the ground March 1, if not done the previous fall, to allow new growth to develop freely.

Ornamental grasses shall be cut back only in the spring unless otherwise directed by Landscape Architect.

Mulch perennial bed once, in early spring, at 1/2" to 1" depth. If soil is bared in late fall, remulch lightly after ground is frozen to protect perennials.

Inspect and treat for insect and disease problems.

DIVISION 8
SUPPLEMENTARY SPECIFICATIONS

SECTION 1
SPECIAL CONDITIONS

8.1.1 DESCRIPTION

It is the intention of these Specifications and Plans to provide and secure the construction of the Echelon Road Pedestrian Improvements project in the Township of Voorhees, Camden County, New Jersey complete in every detail as shown or specified, for the prices bid in the Proposal. Division 8, Sections 1 and 2, Special Conditions and Supplementary Conditions takes precedence over the conditions and specifications preceding this section included herein. The work to be completed under this contract is as follows:

BASE BID

Echelon Road Pedestrian Improvements – construction of approximately 1,740 SY of concrete sidewalk and the select removal and replacement of damaged existing sidewalk and curb, along Echelon Road in the Township of Voorhees. Also included is the proposed construction of accessible curb ramps, striping of crosswalks and stop bars, and replacement of necessary signage, all conforming to the latest ADA and MUTCD Standards.

8.1.2 PLANS

The work of this contract is illustrated on drawings prepared by Environmental Resolutions, Inc., entitled: "Echelon Road Pedestrian Improvements Project", Township of Voorhees, Camden County, New Jersey" Project No. 27261 00, 23 Sheets, dated February 15, 2021, last revised March 26, 2021, and included with these Specifications.

8.1.3 COMMENCEMENT & TIME FOR COMPLETION

The work of this Contract shall commence within ten (10) calendar days after the issuance of the "Notice to Proceed" and shall be substantially completed within sixty (60) calendar days of commencement. The contractor will then have thirty (30) calendar days for final completion. It shall be the Contractor's responsibility to inform the Engineer seventy-two (72) hours in advance of construction start. If a winter shut down is necessary, the Engineer shall send a written notice stating such and the contract calendar will freeze. Once weather improves in the spring a second notice to proceed will be issued and the contract calendar will resume from the time of the shut down.

The Contractor shall perform no work of this contract on weekends or holidays unless the prior written consent of the Engineer is obtained. All work shall be performed between the hours of 7:00 AM and 4:00 PM unless the prior written consent of the Engineer is obtained. No work shall be performed after dark.

8.1.4 WATER SUPPLY

The Contractor shall be responsible to provide water, for any purpose, at his own expense.

8.1.5 NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

Throughout these specifications, whenever reference is made to "New Jersey Department of Transportation Standard Specifications" it shall mean the "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction", latest revision.

8.1.6 SOIL EROSION CONTROL

Unless otherwise specifically provided for in this proposal no separate or additional payment will be made for Soil Erosion Control. The Contractor is responsible for complying with Applicable Soil Erosion Control measures as per the approved Camden County Soil Conservation permit dated March 8, 2021, Application No. 7067-VO-21.

8.1.7 CUTTING OF SURFACE

Surfaces are to be sawcut along existing structures or surfaces to remain. The Contractor shall sawcut the surface along a neat line to prevent damage to the structure and/or surface to remain and to promote a neat and smooth transition between surfaces. The cost of sawcutting shall be included in the various related items requiring the sawcut edges.

8.1.8 RESTORATION OF SURFACES & STRUCTURES

The Contractor shall repair or replace, in kind, all structures and/or surfaces removed or damaged as a result of his operations. When specific payment for such repair is not provided for in the Proposal, the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal. Also, any landscaped areas, mailboxes, driveways, bollards, etc. must be replaced in kind.

All restoration must be completed within five (5) calendar days from completion of the constructed improvement. Restoration work includes grading, installation of topsoil & seed and asphalt restoration in disturbed areas within the right of way. All trenches must be backfilled at the end of each day to provide a safe work zone. Failure to comply with restoration requirements will result in a stop work order. Work will not be allowed to resume until the Engineer and Township are satisfied with any outstanding restoration issues.

8.1.9 MAINTENANCE OF ADJACENT ROADWAYS

The Contractor shall be responsible for maintaining the cleanliness and condition of all roadways over which construction traffic travels. All adjacent roadways and areas shall be kept clean of construction debris, excess materials and trash generated during construction operations.

8.1.10 MAINTENANCE OF STORM DRAINAGE FLOWS

The contractor shall provide for the uninterrupted flow of storm waters from and through the project area at all times.

8.1.11 ACCEPTANCE OF WORK

Before the work of this project is accepted by Voorhees Township it shall have been inspected and approved by the Engineer.

8.1.12 UTILITY LOCATION

The Contractor shall be responsible for locating all existing structures and utilities, which the Contractor deems necessary, both above and below the ground surface before equipment enters the construction site.

The Contractor shall make final inquiries to Underground Utilities telephone number 1-800-272-1000 within seven (7) days of entering the site. The Contractor shall coordinate and verify the method of utility locations with the appropriate utility company.

Utility locations shown on the plans are approximate and based on existing information received from utility companies. If a Utility is to be relocated, the Contractor will be responsible for paying all fees required by the Utility Company due to the relocation. The Township will not be responsible for any down time incurred by the Contractor due to the Utility Company work.

8.1.13 STORAGE OF MATERIALS AND EQUIPMENT

Materials shall be stored to assure the preservation of their quality and fitness. Stored materials, even though approved before storage, may again be inspected prior to their use on the Project. Stored materials shall be located so as to facilitate their prompt inspection. With the approval of the Engineer, portions of the right-of-way within the project area may be used for storage purposes and for the placing of the Contractor plant and equipment. Private property shall not be used for storage purposes without written permission of the owner or lessee. Copies of such written permission shall be furnished to the Engineer prior to storage. Storage sites shall be restored to their original condition at no cost to the Owner.

No specific payment will be made for Storage of Materials and Equipment. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

8.1.14 MOBILIZATION AND DEMOBILIZATION

Mobilization shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and other work performed or costs incurred prior to commencing work.

Demobilization shall consist of the complete removal of all personnel, equipment, supplies, materials and incidentals from the project site and storage areas. A final clean up of all areas disturbed or used as part of the project by the Contractor and/or Subcontractor shall be performed as part of the demobilization. This final clean up should include the removal of all rubbish, excess materials, temporary structures and equipment. All work areas shall be left in an acceptable condition and is subject to the Engineer's inspection and approval.

No specific payment will be made for Mobilization and Demobilization. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

8.1.15 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor's attention is directed to Sections 1.5.19 and 1.5.21 of these Specifications for additional requirements concerning the maintenance and protection of traffic.

Uniformed Law Enforcement Officers are required during construction activities when a detour is utilized. Traffic Control is to be coordinated with the Voorhees Township Police Department. The contractor shall use Local Uniformed Law Enforcement Officers for construction activities within the project limits as determined by the Voorhees Township Police Department. See section 8.2.14 of the specifications for additional information and the hourly cost rate per hour to be paid for Local Uniformed Law Enforcement Officers. The maximum the Township will reimburse the contractor is the hourly cost rate per hour per in the form of proposal for Police Uniformed Law Enforcement Officer. Final payment for the project will not be made until verification is received from the Police that payment has been made for police hours worked. Any increases to pay rate under the NJ Dept of Labor and Workforce Development for flagman applicable to Police Uniformed Law Enforcement Officers will be handled under the standard change order process.

The contractor is responsible for providing both the Engineer and the Voorhees Township Police Department with a Traffic Control Plan meeting the latest Manual for Uniform Traffic Control Devices (MUTCD) standards. Work cannot commence until both the Engineer and the Voorhees Township Police Department approve the Traffic Control Plan. No specific payment will be made for the Traffic Control Plan. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal. **VMS boards shall be provided by the Contractor at each end of both project limits during the construction period. A crash truck will also be required at the beginning of the lane closure on Echelon Road. The cost of the VMS boards and crash truck shall be included in the prices bid for the various items scheduled in the Proposal.**

Other than police hours, the costs for maintenance and protection of traffic shall be included in the prices bid for the various items scheduled in the Proposal.

8.1.16 PREPARATION OF SURFACES

The contractor shall clear the roadway surfaces of all debris, soil, weeds, etc. prior to the start of construction. The engineer will then mark out the proposed concrete repairs for the contractor.

No specific payment will be made for preparation of surfaces. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

8.1.17 PROMPT PAYMENT ACT

The Owner will issue timely payments to Contractors in accordance with the requirements of "The Prompt Payment Act", N.J.S.A. 2A:30A-1, et. seq. The bidders are hereby notified that Lumberton Township, as a public entity, requires all payments to be approved by the Township personnel. The authorization for payments will be made by the Township personnel following receipt of the Engineer's authorization for payment, and paid during the subsequent payment cycle, not more than 30 days after the receipt of the approval. Disputes regarding whether the Owner has made payments in accordance with the Prompt Payment Act, may be submitted to mediation.

8.1.18 NOTIFICATION OF RESIDENTS

A written notice of proposed paving and concrete operations shall be delivered by the Contractor to all residences encompassed in the work area. This notice shall contain the date the paving or concrete work is to be done and the Contractor's name, telephone number and address. This notice is to be delivered to the residences **no later than 24 hours prior** to the commencement of paving or concrete work. If the paving or concrete operation is canceled for any reason these notices are to be reissued to all the residences showing the new date of paving or concrete work, again no later than 24 hours prior to the commencement of paving or concrete operations.

The Township Engineer's office shall have a copy of this notice to residents in his office 48 hours prior to the start of the paving or concrete work. If the Township Engineer's office does not have a valid copy of this notice to the residents at least 48 hours prior to the commencement of paving or concrete work, **no paving or concrete work** will be allowed to commence until this item is satisfied.

8.1.19 CONSTRUCTION STAKE-OUT

The Contractor shall employ a New Jersey Licensed Surveyor experienced in Construction Stake-Out to establish line and grade for all of the proposed work. Generally, all work shall be constructed in such a way that existing drainage patterns are maintained and existing ponding areas are eliminated. Prior to construction, the Contractor's Surveyor shall bring to the Contractor's attention any areas where these objectives cannot be met. The Contractor shall, prior to construction, bring these areas to the Engineer's attention for discussion and resolution. Any work built that impedes drainage or otherwise ponds water will be reconstructed at the Contractor's expense. No pay item is provided for Construction Stake-Out, the cost thereof shall be included in the various construction items in the proposal that require Stake-Out.

8.1.20 ROADWAY EXCAVATION

Where roadway excavation is required the contractor shall perform the work as described in Division 2, Section 3. No specific payment will be made for roadway excavation. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

8.1.21 MATERIALS TESTING

Voorhees Township reserves the right to hire an independent materials testing firm to perform concrete testing for slump, air content and compressive strength. The materials testing will be paid directly by the Township, and therefore the cost shall not be included in this contract. All testing procedures and requirements will meet the latest NJDOT standards. It should be noted that materials testing is required for Echelon Road, as the project is funded by a NJDOT Safe Routes to School Grant.

8.1.22 GRANTS

The Echelon Road Pedestrian Improvements project is funded by a FY 2018 NJDOT Safe Routes to School Grant. All NJDOT and Federal Aid requirements must be met.

8.1.23 INQUIRIES

The deadline for submitting inquiries prior to bid is 12:00 P.M., Tuesday, April 13, 2021. Submit inquiries in writing.

Inquiries prior to bids in accordance with this Subsection shall be addressed to:

C. Jeremy Noll, PE, CME, CPWM
Project Engineer
Environmental Resolutions, Inc.
815 East Gate Drive, Suite 103
Mt. Laurel, NJ 08054
Telephone: 856-235-7170
Fax: 856-273-9239
Email: JNoll@erinj.com

All inquiries shall include the following:

a. Name of the company
b. Telephone number, fax number and contact person
c. Specifics of the inquiry, including anticipated impacts.

The Engineer will investigate the information provided in the inquiry and, if the Engineer determines that a change or response is necessary, the Engineer will issue an addendum.

8.1.24 AS-BUILT PLANS

In addition to the requirements contained in Section 1.5.11 Record Documents, as-built drawings for the newly constructed ADA ramps should be provided to the Township of Voorhees and the Engineer within thirty (30) days of construction., in accordance with the provided forms found in Appendix D.

No specific payment will be made for As-Built Plans. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

DIVISION 8
SUPPLEMENTARY SPECIFICATIONS

SECTION 2
PROPOSAL ITEMS

8.2.1 ITEM #1, CLEARING & GRADING

Clearing and Grading shall include, in addition to the requirements of Sections 2.1 and 2.4, the removal of any existing trees (under 6" diameter), shrubs, landscaping, concrete pads, asphalt, existing fencing, retaining walls, subsurface utilities, etc. and all related items required for the proper construction of the proposed improvements as per the construction plans. This item shall also include the installation of topsoil, seed, and fertilizer, the trimming of any existing trees and shrubs to remain, the removal of any existing traffic striping that may be required to install new striping, and any relocation of utility manhole covers. All material removed shall be disposed of in accordance with all applicable Federal, State, or Local regulations.

The Contractor shall be responsible for the excavation, transport, placement, grading, and compaction of the soil required to achieve the proposed grades shown on the plans. Included in the grading portion is the re-grading of any lands adjacent to the proposed improvements that may be affected by installation. The adjacent lands shall provide a smooth transition to the sidewalk, curb, or edge of paving and a slope no greater than 3:1 shall be provided. All excavation shall be unclassified. The Contractor is directed to Division 2 of this specification for additional requirements. Unless otherwise provided for in the Proposal the cost of all earthwork shall be included in the price bid for this item.

This item also includes the relocation of any signs, landscaping, hardscaping, mailboxes, utility covers, etc. in the location of the proposed sidewalk and road widening to an area adjacent. There will be no separate payment for this relocation and the cost should be included in the lump sum price bid for this item.

Payment for Clearing and Grading will be made at the price bid per lump sum in the Proposal, which price shall include the cost of the Clearing and Grading complete, all excavation, backfill, disposal, materials as described above, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.2 ITEM #2, REMOVE AND REPLACE CONCRETE SIDEWALK, 4" THICK
ITEM #6, CONCRETE SIDEWALK, 4" THICK

The existing concrete sidewalk shall be removed and replaced where shown on the Plans. The sidewalk to be removed shall be sawcut from the existing sidewalk to remain. The removed sidewalk shall be transported to and deposited at an approved facility by the Contractor. The new sidewalk is to be 4" thick and 4' wide or 5' wide where depicted and as detailed on the Plan. All sidewalks shall conform to the specification listed in Division 4, Section 4. Any grassed area disturbed through the removal of sidewalk shall be replaced with topsoil, seed, and fertilizer. The contractor shall clear and grade all areas as shown on the plan where new sidewalk is proposed. This includes all vegetation removal required to install the proposed sidewalk as shown on the plans. No specific payment will be made for clearing and grading unless otherwise noted. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

The quantity of Concrete Sidewalk for which payment will be made will be the area of sidewalk actually installed measured in square yards.

Payment for Concrete Sidewalk will be made for the area installed at the price bid per square yard in the Proposal. The price shall include the cost of removal, transporting and disposal of existing excavated materials, and concrete, furnishing and installation of new concrete sidewalk; excavating, jointing, backfill, lawn restoration, pavement restoration, hardscaped restoration, header curb, grading, material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

No separate or additional payment will be made for adjusting manhole castings, utility valves and meters, etc.

8.2.3 ITEM #3, REMOVE AND REPLACE CONCRETE APRON, 6" THICK

The existing concrete, bituminous, or stone driveway apron, depressed curb, and sidewalk (if present) shall be removed and replaced at each driveway per plan. The sidewalk to be removed shall be sawcut from the existing sidewalk to remain. The curb to be removed shall be sawcut from the existing curb to remain. The removed concrete, asphalt, or stone shall be transported to and deposited at an approved facility by the Contractor. The new apron and sidewalk is to be 6" thick with fiber mesh or welded wire mesh and shall match the dimensions of the existing driveway apron. The sidewalk shall match the width of the existing sidewalk. The new 8"x 9"x 18" depressed curb shall be poured separately from the apron. Any grassed area disturbed through the removal of driveway apron, curb, or sidewalk shall be replaced with topsoil and seed. The Contractor is responsible for coordinating with and notifying the residents who use this driveway to access their homes. This notice shall be sent at least 48 hours prior to removing the driveway. The driveway shall be removed and replaced in the same day. The depressed curb shall be reconstructed to match the gutter grade plus 1½" so that a 1½" lip is provided at the gutter to the driveway. The depressed concrete curb shall be paid under their corresponding item numbers as listed in the proposal.

The quantity of Concrete Apron for which payment will be made is the area of driveway aprons and sidewalk sections installed, measured in square yards.

Payment for Concrete Apron, Complete will be made for the quantity as above determined, measured per square yard, at the price bid per square yard in the Proposal. The price shall include the cost of removal, transporting and disposal of the existing concrete and asphalt, installation of new concrete apron and sidewalk, reinforcing, excavating, jointing, backfill, topsoil and seed, material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.4 ITEM #4, REMOVE AND REPLACE CONCRETE CURB
ITEM 18, HEADER CURB (IF AND WHERE DIRECTED)

The existing concrete curb shall be removed and replaced where shown on the Plans. The curb to be removed shall be sawcut from the existing curb to remain. The removed curb shall be transported to and deposited at an approved facility by the Contractor. The replacement curb shall be as shown on the detail and the grades proposed on the plans. Any grassed area disturbed through the removal and replacement of curb shall be replaced with topsoil and seed. Upon completion of the curb installation, the Contractor shall restore the curb trench with 6" DGA, 6" 19M64 HMA Base Course, & 2" 9.5M64 Surface Course. All pavement surfaces shall be sawcut

from the pavement to remain and the joints shall be hot sealed. There will be no additional payment for trench restoration, sawcutting, and hot sealing. The cost of these improvements shall be included in the bid items. There will be no additional payment for Township curb (6" x 8" x 18") versus County curb (8" x 9" x 18"). The replacement curb shall match the dimensions of the curb that is removed.

Concrete header curb (6" x 12") shall be installed in the locations shown on the plans behind the sidewalk on Echelon Road for soil retention purposes.

Any header curb that is installed behind an ADA ramp or in any location as directed by the Engineer, will have payment made for the quantity and length of concrete header curb installed.

Payment for Concrete Curb will be made for the quantity as above determined, measured, in linear feet, at the price bid per linear foot in the Proposal. The price shall include the cost of removal, transporting and disposal of existing concrete, installation of new concrete, excavating, jointing, backfill, lawn restoration, pavement restoration, hot sealing, material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.5 ITEM #5, DETECTABLE WARNING SURFACE

The contractor shall install the detectable warning surfaces (24" x 48" or 24" x 60" ADATILE ADA SOLUTIONS or approved equal) within the curb ramps as detailed in the contract plans and within the requirements of the latest ADA guidelines. The contractor shall clean and dry the designated area where the detectable warning surface will be installed. Install the detectable warning surfaces according to the manufacturer's recommendations.

All ramps constructed within the County right of way shall be constructed as per the county requirements, including the use of county curb as shown on the details. Finished ramps that are not ADA compliant will be removed and replace once again if needed. No additional payment will be made for reconstructing a newly installed ramp. All handicap ramps shall meet PROWAG standards.

The quantity of Detectable Warning Surface for which payment will be made will be the number of detectable warning surfaces installed.

Payment for Detectable Warning Surface will be made for the quantity as installed at the price bid per unit in the Proposal. The price shall include the cost of removal, transporting and disposal of existing excavated materials, and concrete, furnishing and installation of new detectable warning surfaces; excavating, jointing, backfill, lawn restoration, pavement restoration, material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.6 ITEM #6A, CONCRETE SWALE

The existing concrete and earth material should be removed and replaced with a concrete swale to the dimensions shown on the plans and construction details. Any grassed area disturbed through the removal of sidewalk and earth shall be replaced with topsoil, seed, and fertilizer. The contractor shall clear and grade all areas as shown on the plan where new sidewalk is proposed. This includes all vegetation removal required to install the proposed swale as shown on the plans. No specific payment will be made for clearing and grading unless otherwise noted. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

The quantity of Concrete Swale for which payment will be made will be the area of concrete swale installed, measured in square yards.

Payment for Construct Concrete swale will be made for the quantity as above determined, measured, in square yards, at the price bid per square yard in the Proposal. The price shall include the cost of removal, transporting and disposal of existing swale, sidewalk or earth material, installation of new concrete, excavating, reinforcement, jointing, backfill, pavement restoration, material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.7 ITEM #7, DENSE GRADED AGGREGATE, 4" THICK

Dense Graded Aggregate shall be constructed in the areas as directed by the engineer for construction and installation of concrete sidewalk. The Contractor shall compact the recently cleared and graded area where sidewalk is to be constructed. The dense graded aggregate shall consist of removal of any remaining existing material to a total depth of four inches (4"). The area shall be replaced with 4" of Dense Graded Aggregate and compacted prior to pouring of concrete.

Payment for Dense Graded Aggregate will be made for the surface areas thereof actually constructed within the limits prescribed by the Engineer, measured in square yards, at the price per square yard bid for Dense Graded Aggregate in the Proposal. The price shall include the cost of the repairs complete, in place; all excavation, materials, labor, compaction, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.8 ITEM #8, CONSTRUCT RETAINING WALL

The Contractor shall construct retaining walls in accordance with manufacturer's specifications and the construction details, at the locations indicated on the plans and as directed by the Engineer. Wall units shall be Terrace Walls (Exterior dimension of 12" x 6" x 16") and shall be as fabricated by EP Henry or approved equal.

EP Henry
201 Park Avenue
Woodbury, NJ
1-856-845-6200

The Contractor shall excavate the site as required by the construction drawings. The foundation soil shall be excavated as required by the construction drawings. The engineer shall examine the foundation soil for approval. Unsuitable soil will be removed and replaced with acceptable soil.

The installation of the drain tile shall be required directly behind the Terrace Wall unit at grade level. The drain tile shall be covered with granular fill. Drain tile bleeders shall be installed wherever necessary or as required by the Engineer, maximum 50 ft on centers.

The quantity of Retaining Wall for which payment will be made will be of the retaining wall actually installed, on a linear foot basis.

Payment for Retaining Wall will be made for the quantity as above determined, measured in linear feet, at the price bid per linear foot in the Proposal. This price shall include the cost of

excavation of the existing material, installation of proposed walls, including all material, restoration, wall drains, tie backs, topsoil and seed, backfill, all labor, equipment and all else necessary therefore and incidental thereto.

8.2.9 ITEM #9, REMOVE AND REPLACE ASPHALT PATH

The existing asphalt path shall be removed and replaced in the location shown on the plans and at the direction of engineer. The section of path to be removed shall be sawcut from the existing path to remain. The removed asphalt shall be transported to and deposited at an approved facility by the Contractor. The new path is to be HMA Surface Course, 9.5M64, 3" thick installed as per Section 8.2.4 of this specification. Any grassed area disturbed through the removal of the path shall be replaced with topsoil and seed. The path shall be removed and replaced in the same day. All joints shall be hot sealed after installation.

The quantity of Asphalt Path for which payment will be made is the amount of asphalt used in the area of path removal and replacement, measured in square yards.

Payment for Asphalt Path will be made for the quantity as above determined, measured per square yard, at the price bid per square yard in the Proposal. The price shall include the cost of removal, transporting and disposal of the existing asphalt, installation of new asphalt path, saw cutting, excavating, hot sealing, backfill, topsoil and seed, material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.10 ITEM #9A, RECONSTRUCT ASPHALT

The Contractor shall Reconstruct Asphalt in the areas shown on the plans and as directed by the Engineer. Asphalt reconstruction shall include construction as follows:

- Excavation to a depth necessary to construct the asphalt to a final grade as shown on the construction plans.
- Dense Graded Aggregate, 6" thick, constructed in accordance with specification Section 3.2.
- HMA Base Course Asphalt, 4" thick, constructed in accordance with specification Section 3.3.
- HMA Surface Course Asphalt, 2" thick, constructed in accordance with specification Section 3.4.

The quantity of Reconstruct Asphalt for which payment will be made is the quantity as above determined, measured in square yards, at the price bid per square yard of asphalt reconstruction in the Proposal.

Payment for Reconstruct Asphalt will be made for the quantity as above determined, measured in square yards, at the price bid per square yard in the Proposal. The price shall include the cost of excavation, asphalt reconstruction material, all additional restoration material, labor, equipment, and all else necessary and all else in connection therewith and incidental thereto.

8.2.11 ITEM #10, TRAFFIC CONTROL SIGN

The Contractor shall remove the existing traffic control and street sign and post and replace it with the designated traffic control sign and post in the locations shown on the plans and in accordance with the details. The signs shall be set at least three (3) feet below the surface and shall be a minimum of seven (7) feet high, measured from the ground to the bottom of the sign.

All traffic control signage shall meet the latest MUTCD standards. All signs shall be retro reflective and be mounted on break away posts.

The quantity of Traffic Control Signs for which payment will be made is the number of Traffic Control Signs actually installed.

Payment for Traffic Control Signs will be made for the quantity as above determined, measured in units, at the price bid per unit for each traffic control sign in the Proposal. The price shall include the cost of the sign complete, in place, removal & disposal of the existing sign and post, all excavation, concrete, backfill, adaptations, restoration material, labor, equipment and all else necessary therefore and all else in connection therewith and incidental thereto.

8.2.12 ITEM #11, CROSSWALK STRIPING
ITEM #12, STOP BAR STRIPING
ITEM #13, RESTRIPE PAVEMENT MARKINGS (ARROWS)
ITEM #14, YELLOW EPOXY STRIPING, 4" WIDE
ITEM #15, YELLOW EPOXY PAINTED CURB

Traffic Markings and Striping shall be installed within one (1) week of the completion of curb ramp construction or as weather conditions permit. All striping and paint lines shall be reflectorized with glass beads. All proposed striping shall match the existing striping where applicable. This includes all line striping, stop bars, and traffic markings within the project limits. All existing speed humps must be restriped. It is suggested that the contractor visit the site prior to bid submission to be familiar with the extent of the existing striping. The contractor should be aware that all newly paved roads shall receive stop bars at each intersection and crosswalks at each pedestrian crossing.

All line and curb striping shall be long life epoxy resin. All stop bars, crosswalks, and pavement markings shall be thermoplastic.

The paint shall be applied on thoroughly dry surfaces when the ambient and surface temperatures are above 45 degrees F and rising. It shall be applied at a rate of 300 to 330 linear feet per gallon of 4 inch wide stripes with a wet film thickness of 15 mils - 1 mil.

The glass beads shall be applied over the wet paint in a uniform pattern and at the rate of 6 pounds per gallon of paint. The bead dispensers shall be of a type that will mechanically and automatically give such performance. Glass beads shall be applied over the freshly applied thermoplastic before it has cooled.

Prior to acceptance, additional applications of traffic stripes may be directed. These applications shall be applied at least 15 days after the initial application of traffic stripes and after any sawing or sealing of joints in bituminous concrete overlay.

Each application of traffic stripes or traffic markings shall be completed and shall be thoroughly dry before opening to traffic.

Traffic striping shall conform to the requirements of Section 617 of the NJDOT Standard Specifications, modified and amended as follows:

The Contractor shall layout the lines for traffic stripes, which shall be subject to the approval of the Engineer. Irregular stripes shall be obliterated and repainted by the contractor at his own expense.

Newly painted stripes shall be protected by traffic cones or other suitable means until they are thoroughly dry.

The quantity of Traffic Markings and Striping for which payment will be made will be the length, area, or number of units actually installed.

Payment for Traffic Markings and Striping will be made for the quantity as above determined, measured in linear feet, square feet, or unit at the price bid for this item in the Proposal. This price shall include the cost of the installation complete, all material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.13 ITEM #16, INSTALL BLACK CHAIN LINK FENCE, 4' TALL

The Contractor shall install Black Chain Link Fence fabric and cross members in the locations shown on the plan, in accordance with the details shown on the plan, having the following characteristics:

- Totally Vinyl Fused Bonded System (Black)
- Chain link fence material is 9 gauge (before vinyl coating), 1 ¾" x 1 ¾" vinyl coated (black)
- Cross members are 1 5/8" Sch. 40 steel pipe
- Cross members, connectors, and hardware are hot dipped galvanized

The Contractor shall refer to Division 6 for additional requirements and installation specifications.

The quantity for Black Chain Link Fence for which payment will be made will be the length of the Fence actually installed, measured in linear feet.

Payment for Black Chain Link Fence will be made for the quantity as above determined measured in linear feet at the price per linear foot for the item in the proposal. The price shall include the cost of the fence in place, complete, posts, cross members, fabric, gates, tension rail, and all materials, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.14 ITEM #17, REMOVE & REPLACE TREE

Remove & Replace Tree shall include the supply and installation of all plantings noted on the plans including filter fabric, 4" thick topsoil, seed, and fertilizer, and 3" thick shredded hardwood mulch. Landscaping shall be installed as per detailed on the Plans and Section 7.3 Specified herein and as directed by the Engineer. Remove & Replace Tree shall also include the supply and installation of all plantings in locations elsewhere, not located or included on the plans.

All topsoil furnished for plantings shall be provided with verifications that it is not contaminated with lead, arsenic or priority pollutant pesticides. The originating source of the topsoil shall also be identified prior to placement.

The quantity of Remove & Replace Tree for which payment will be made measured by the number of plants supplied and installed specified herein and on the Plans.

Payment for Remove & Replace Tree will be made for the quantity as above determined, at the price bid per unit in the Proposal. The price shall include the plantings, filter fabric, topsoil, seed, fertilizer, mulch, grading, installation, excavating, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

The Contractor shall completely remove only the trees as shown on the plans prior to the replacement of concrete curb and/or sidewalk. The contractor shall grind the stump and all exposed roots within the park strip to a minimum of 6" below grade. The contractor is responsible for the removal of the grindings and their proper disposal. Street trees selected by the residents from the following list shall be installed in the location of the removed tree:

Common Name	**Botanical Name**
Greenspire Littleleaf Linden	Tilia cordata "Greenspire"
American Hornbeam	Carpinus caroliniana
'Princeton' Elm	Ulmus americana
October Glory Maple	Acer rubrum 'October Glory'
Colorado Blue Spruce	Picea pungens

All trees will be B&B (Balled & Burlapped) and be a minimum of 2 - 2.5" Caliper at the time of planting. A 20 gallon tree watering bags such as treegator or approved equal must be installed around the tree at the time of planting. No additional payment will be made for any specific tree.

The contractor shall abide by any and all requirements that may exist regarding the cutting of branches within overhead wires. It is the responsibility of the contractor to coordinate any work by others for this item.

The contractor is referred to Division 7, Section 3 for additional planting requirements.

The quantity of Remove & Replace Tree for which payment will be made will be the actual number of trees removed and replaced.

Payment for Remove & Replace Tree will be made for the quantity as above determined, measured in units, at the price bid per unit in the Proposal. This price shall include the removal, transporting and disposal of the existing trees and stumps, backfill, new plantings, watering bag, topsoil and seed, all excavating, backfill, all material, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

8.2.15 ITEM #19, UNIFORM POLICE OFFICERS

Uniformed Law Enforcement Officers are required during construction activities when a lane shift is utilized. Traffic Control is to be coordinated with the Voorhees Township Police Department. The contractor shall use Local Uniformed Law Enforcement Officers for construction activities within the project limits as determined by the Voorhees Township Police Department. The hourly cost rate per man hour to be paid for Local Uniformed Law Enforcement Officers is **$75.53**. The maximum the Township will reimburse the contractor is the hourly cost rate per hour per in the form of proposal for Police Uniformed Law Enforcement

Officer. Final payment for the project will not be made until verification is received from the Police that payment has been made for police hours worked. The contractor must provide copies of the Voorhees Township Police Department invoices with their payment request to the Engineer for verification. Any increases to pay rate under the NJ Dept of Labor and Workforce Development for flagman applicable to Police Uniformed Law Enforcement Officers will be handled under the standard change order process.

Payment for Uniform Police Officers will be made for the hours actually worked and invoiced by the Voorhees Township Police Department, measured in man hours, at the price per man hour set in the Proposal. The price shall include the cost of the officer, vehicle, labor, equipment, administrative costs and all else necessary therefore and all other work in connection therewith and incidental thereto.

FORM OF PROPOSAL

For the construction of the Echelon Road Pedestrian Improvements project and related work in the Township of Voorhees, Camden County, New Jersey:

The undersigned, as bidder, declares that:

(1) (s)he has carefully examined the annexed Advertisement for Proposals, Specifications, and forms for Contract and Bond, and the accompanying drawings therein mentioned;

(2) (s)he has received, examined and taken into full account the provisions of Addenda Number _____, dated _____.
(if none, so state)

(3) (s)he has familiarized himself with all Federal, State and local laws, ordinances, rules and regulations affecting the proposed Project;

(4) (s)he has visited the sites of the work and made such independent investigations as he deems necessary; and

(5) (s)he has examined fully into the conditions, costs and expenses involved in the performance of the proposed work;

and (s)he hereby proposes and agrees that if this proposal is accepted (s)he will enter into contract with the Township of Voorhees, in the County of Camden, to provide the necessary equipment, machinery, tools, power, labor, services, hauling, superintendence and all materials and things required for, and will do and perform all work of installation, construction and completion of the entire Project described in said Specifications and/or illustrated on the drawings, all in entire accordance with the requirements of the said Specifications, for the following prices, to wit:

BASE BID

Echelon Road (from Town Center Boulevard to White Horse Road)

Item	Description	Quantity	Unit Price	Amount
1.	Clearing and Grading	1 LS	$_____	$_____
2.	Remove and Replace Concrete Sidewalk, 4" Thick	160 SY	$_____	$_____
3.	Remove and Replace Concrete Apron, 6" Thick	40 SY	$_____	$_____
4.	Remove and Replace Concrete Curb	520 LF	$_____	$_____
5.	Detectable Warning Surface	20 UN	$_____	$_____
6.	Concrete Sidewalk, 4" Thick	1,740 SY	$_____	$_____
6A.	Concrete Swale	10 SY	$_____	$_____
7.	Dense Graded Aggregate, 4" Thick	1,740 SY	$_____	$_____

Item	Description	Quantity	Unit Price	Amount
8.	Construct Retaining Wall	435 LF	$_____	$_____
9.	Remove and Replace Asphalt Path	40 SY	$_____	$_____
9A.	Reconstruct Asphalt	80 UN	$_____	$_____
10.	Traffic Control Sign	7 UN	$_____	$_____
11.	Crosswalk Striping	10 UN	$_____	$_____
12.	Stop Bar Striping	5 UN	$_____	$_____
13.	Restripe Pavement Markings (Arrows)	3 UN	$_____	$_____
14.	Yellow Epoxy Striping, 4" Wide	40 LF	$_____	$_____
15.	Yellow Epoxy Painted Curb	50 LF	$_____	$_____
16.	Install Black Chain Link Fence, 4' Tall	50 LF	$_____	$_____
17.	Remove and Replace Tree	10 UN	$_____	$_____
18.	Header Curb (If and Where Directed)	300 LF	$_____	$_____
19.	Uniform Police Hours	690 HR	$75.53	$52,115.70

TOTAL AMOUNT BASE BID $_____

_____ Dollars_____ Cents.

(The total amount is to be shown in both words and figures. In case of discrepancy the amount shown in words will govern.)

CONTRACTOR_____

The undersigned is a (partnership / corporation / individual) under the laws of the State of _____

having principal offices at

ADDRESS_____

CITY_____

STATE_____ZIP_____

TELEPHONE_____FAX_____

EMAIL _____

Attest _____ Signed _____
(Corporation)

Title _____ Title _____

Date _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

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

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

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV: Certification

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

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

LIST OF SUBCONTRACTORS

In accordance with the N.J.S.A. 40A:11-16(5)(b), the general contractor bidding on this work shall list the subcontractors he/she shall utilize on this project, complete with the full address, telephone number and contact person familiar with this project. It is understood that each subcontractor listed has submitted a price quote to the bidder for its scope of work to which the bidder has agreed to award each subcontractor should the bidder be awarded the contract.

Do you intend to sublet a portion of the work to any of the Subcontractors listed below?
Yes_____ No _____

If yes, state subcontractors you intend to use and their portions of work.

Trade	Name of Subcontractor	License #	Description & % of Total Work
General:			
*Structural Steel/ Ornamental Iron:			
*HVAC:			
*Plumbing:			
*Electrical:			
Asbestos Abatement (if applicable):			
Underground Storage Tank Removal (if applicable):			

** It is recommended that the Primary Bidder list themselves if the respective work, kindred or otherwise, is included in the Project if no Subcontractor is proposed for these specific trades.*

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Township of Voorhees
(Municipality)

Echelon Road Pedestrian Improvements
(Project Name)

27261 00
(Job Number)

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

☐ **Check Here If No Addenda Were Issued**

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

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name & Title _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Owner finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and /or one or more of its parents, subsidiaries, or affiliates is listed on the department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outline above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL SHEETS.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

_____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact: _____ Contact Phone Number: _____

Additional Sheets Attached: ☐

Certification: I, Being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Voorhees is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Voorhees to notify the Township of Voorhees in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Voorhees and that the Township of Voorhees at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

PLANT EQUIPMENT AND EXPERIENCE STATEMENT

1. Name of Bidder

2. Type of Organization
   _____ Individual
   _____ Partnership
   _____ Corporation

3. Permanent main office address.

4. If Bidder is not based in New Jersey, give name, address and telephone number of New Jersey agent.

5. How long in business under present name:_____

6. Formerly traded as _____ for _____years.

7. Have you ever defaulted on a contract? If Yes, where and why?

8a. Total Credit Limit _____
   b. Current Outstanding Credit Obligations _____
   c. Total Credit Available for this Contract _____
   d. Name, Address, and Telephone Number of Credit Reference.

9a. Total Bonding Limit _____

   b. Current Outstanding Bonds _____

   c. Total Bonding Available for this Contract _____

   d. Name, Address, and Telephone Number of Bonding Reference.

Name of Bidder_____

10. List Name and Address and give the background and experience of all Owners, Officials, and Principal Members of your organization.

11. Current Contracts

Name or Description	Contract Amount	Date of Commencement	Time Permitted	Percent Complete	Engineer Phone No.

12. Recently Completed Contracts / References for similar work.

Name or Description	Contract Amount	Date of Commencement	Time Permitted	Percent Complete	Engineer & Phone No.

Name of Bidder_____

13. Largest projects completed by your organization.

Name or Description	Contract Amount	Month & Year Completed	Engineer or other having reasonable charge	Phone Number of Project

14. State approximately the total amount of work completed in each of the last five years.

Year _____ $_____ Year _____ $_____

Year _____ $_____ Year _____ $_____

Year _____ $_____

15. List your major equipment available for this contract.

16. List all parts of the work of this contract that will be done by your own forces (not subcontractors), if contract is awarded to you, and indicate the manpower that will be available for each part.

Name of Bidder_____

17. Certification

I hereby certify that the information and data submitted herein is true and accurate and I further authorize and request that any person, firm, or corporation furnish and supply any additional records, information or documentation requested by the Owner in their evaluation of our qualifications.

Date_____ Signed_____

_____
(Name)

(SEALED)

_____
(Title)

Attest _____

_____
(Name)

_____
(Title)

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

☐ **Check Here if documentation is attached.**

Name of Bidder: _____

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

NON COLLUSION AFFIDAVIT

State of _____

County of _____ .

_____ , being first duly sworn, deposes and says that:

(1) He/she is _____ of
(owner, partner, officer, representative, or agent)

_____, the
Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me
this _____ day of _____, 20____

_____
_____
(Title)

My Commission expires: _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
Mandatory Language

The Contractor and the Municipality (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the 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 of nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or 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 now way limit the Contractor's obligations assumed in this agreement, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

_____
Name of Contractor

_____
Signature & Title

(REVISED 4/10)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
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 Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or

greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

(l) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to 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 Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided

(D) further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Submitted by (Name of Firm):_____

By:_____

Title:_____

Date:_____

BID DOCUMENT SUBMISSION CHECKLIST

_____
(Name of Local Contracting Unit)

Echelon Road Pedestrian Improvements Project — (Name of Construction/ Public Works Project)

27261 00 — (Project or Bid Number)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40a:11-23.2)

Required with submission of bid	**Initial Each Item Submitted With Bid (Bidders Initials)**
Form of Proposal	
A bid guarantee as required by N.J.S.A. 40A:11-21	
A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	
A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Page OD-1 to OD-2)	
A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Page LS-1)	
Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) form (Page CBD-1)	
Disclosure of Investment Activities in Iran pursuant to NJ Public Law 2012, Chapter 25 (Page IR-1)	
Bid Document Checklist (Page BD-1)	

B. Failure to submit the following documents may be cause for the bid to be rejected. (N.J.S.A. 40a:11-23.1b.)

Included with submission of bid	**Initial Each Item Submitted With Bid (Bidders Initials)**
Plant, Equipment and Experience Statement for Prime Bidder (Page PE-1 to PE-4)	
Equipment Certification (Page EC-1)	
Non-Collusion Affidavit of Prime Bidder (**this form must be Notarized**) (Page NCA-1)	
Appendix A – Americans with Disabilities Act Language Form (Page ADA-1)	
Mandatory Equal Employment Opportunity Language, Exhibit B for Construction Contracts (Pages EXB-1 to EXB-4)	

C. If not submitted with bid, the following is required to be submitted prior to award of contract:

	Included in Bid Y/N (with Initials)
Proof of State of New Jersey Division of Revenue Business Registration at time of bid for Prime Contractor	
Proof of State of New Jersey Division of Revenue Business Registration at time of bid for all Subcontractors	
Proof of Dep't of Labor Contractor Registration prior to time of bid for Prime Bidder pursuant to N.J.S.A. 34:11-6.48	
Proof of Dep't of Labor Contractor Registration for all Subcontractors prior to time of bid pursuant to N.J.S.A. 34:11-6.48	

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

the undersigned, as Principal, and _____
as Surety, are hereby held and firmly bound unto the _____(municipality)_____, NEW JERSEY in the Penal Sum of _____ for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED THIS _____day of _____ 20____.

THE CONDITION of the above obligation is such that whereas the above named Principal did, on the _____ day of _____ 20____, enter into a contract with the said _____(municipality)_____, NEW JERSEY, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said _____shall well and faithfully do and perform the things agreed by _____(municipality)_____, NEW JERSEY to be done and performed according to the terms of the said Contract, otherwise the same shall remain in full force and effect for two (2) years after the date of final payment; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as stated herein.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract, or in or to the Plans or Specifications therefor, or in or to the amount of quantities of work performed thereunder, shall in any way affect the obligations of the said Surety on its Bond.

Witness as to Principal:

_____

_____
Principal
By _____

Attest

_____

_____
Secretary

_____
Surety

Signed, Sealed and Delivered
in the presence of

By _____

Agent of Surety

_____

_____
Name

_____

_____
Phone Number

_____
Address

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

the undersigned, as Principal, and _____
as Surety, are hereby held and firmly bound unto the **TOWNSHIP OF VOORHEES** NEW JERSEY in the Penal Sum of _____ for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED THIS _____day of _____ 20____.

THE CONDITION of the above obligation is such that whereas the above named Principal did, on the _____ day of _____ 20____, enter into a contract with the said **TOWNSHIP OF VOORHEES** NEW JERSEY, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said _____shall well and faithfully do and perform the things agreed by **THE TOWNSHIP OF VOORHEES,** NEW JERSEY in performing according to the terms of the said Contract, shall pay all subcontractors and shall pay all lawful claims of subcontractors, material, men, laborers, persons, firms, or corporations for labor performed or materials, provisions, fuels, oils, implements, or machinery furnished or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material man, laborer, person, firm, or corporation having just claim, then this obligation shall be void. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as stated herein.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract, or in or to the Plans or Specifications therefor, or in or to the amount of quantities of work performed thereunder, shall in any way affect the obligations of the said Surety on its Bond.

Witness as to Principal:

_____

Attest

_____
Secretary

Signed, Sealed and Delivered
in the presence of

_____

_____
Phone Number

_____
Principal
By _____

_____

_____
Surety

By _____

Agent of Surety

_____
Name

_____
Address

AGREEMENT

THIS AGREEMENT is dated as of the _____day of _____ in the year 2021 (hereinafter referred to as the Effective Date of the Contract) by and between the **TOWNSHIP OF VOORHEES**, Camden County, New Jersey, (hereinafter called **OWNER**) and _____ (hereinafter called **CONTRACTOR**).

The OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The proposed work generally includes the construction of approximately 1,740 SY of concrete sidewalk and the select removal and replacement of damaged existing sidewalk and curb, along Echelon Road in the Township of Voorhees. Also included is the proposed construction of accessible curb ramps, striping of crosswalks and stop bars, and replacement of necessary signage, all conforming to the latest ADA and MUTCD Standards.

Article 2. ENGINEER

The Project has been designed by Environmental Resolutions, Inc. who is hereinafter called the ENGINEER, and who will assume all duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The work will commence within **ten (10)** calendar days after the issuance of the Notice to Proceed and will be completed and ready for final payment in accordance with the Contract Documents within **ninety (90)** calendar days (includes final completion requirement) after the date when the Contract Time commences to run.

3.2 Liquidated Damages. The OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 1.11.6 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER, _____ **##/100 DOLLARS** (**$###.##**) for each day that expires after the time specified in paragraph 3.1 for completion, until the Work is complete.

Article 4. CONTRACT PRICE

4.1 The OWNER shall pay the CONTRACTOR for performance of the Work in accordance with the Contract Documents, in current funds, the Total Contract Price of _____ **##/100**

DOLLARS ($###,###.##), for the Base Bid in accordance with the schedule of prices contained in the Proposal.

Article 5. PAYMENT PROCEDURES

The CONTRACTOR shall submit his Billing in accordance with Article 1.12.3 of the General Conditions, prepared in agreement with the estimates and recommendations of the Engineer as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Billing as recommended by the ENGINEER, on a regular basis each month during construction, as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Proposal.

5.1.1 Prior to Completion, the OWNER shall withhold from each progress payment an amount equal to ten (10) percent of the work completed. For contracts over $100,000.00, only two (2) percent shall be withheld.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 1.12.7 of the General Conditions, the OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 1.12.7.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this Agreement the CONTRACTOR makes the following representations:

6.1 The CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 The CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Specifications.

6.3 The CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and no additional examinations, investigations, tests reports or similar data are or will be required by the CONTRACTOR for such purposes.

6.4 The CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 The CONTRACTOR has given the ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

7.1 This agreement (Pages A-1 to A-4 inclusive).

7.2 Performance and other Bonds.

7.3 Specifications bearing the title **Echelon Road Pedestrian Improvements Project, Township of Voorhees, Camden County, New Jersey** prepared by Environmental Resolutions, Inc. and dated **June 2021**, consisting of the Divisions and Sections listed in the Table of Contents thereof.

7.4 Drawings consisting of twenty-three (23) sheets inclusive, bearing the following general title: **Echelon Road Pedestrian Improvements Project** prepared by Environmental Resolutions, Inc., dated **February 15, 2020 and revised through March 26, 2021** included with these Specifications.

7.5 Addenda numbers –

7.6 CONTRACTOR'S Proposal (Pages FP-1 to FP-3 inclusive) dated _____.

7.7 Documentation submitted by CONTRACTOR prior to Notice of Award including:

1. **Form of Proposal**
2. **List of Subcontractors**
3. **Affirmative Action Requirements**
4. **Non-Collusion Affidavit of Prime Bidder**
5. **Plant, Equipment, and Experience Statement**
6. **Ownership Disclosure Form**
7. **Bid Document Submission Checklist**
8. **Acknowledgement of Receipt of Changes to Bid Documents**
9. **Disclosure of Investment Activities in Iran**

7.8 Any Modification, including Change Orders, duly delivered after execution of Agreement.

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in article 1.1.3 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to the OWNER, the CONTRACTOR and the ENGINEER. All portions of the Contract Documents have been signed or identified by the OWNER and the CONTRACTOR or by the ENGINEER on their behalf.

CONTRACTOR:

By_____
(CORPORATE SEAL)

Attest_____

Address for giving notices

Agent for service of process:

OWNER **TOWNSHIP OF VOORHEES**

By_____
(CORPORATE SEAL)

Attest _____

Address for giving notices

2400 Voorhees Town Center
Voorhees, New Jersey 08043

Date_____

FORM OF RELEASE OF LIENS- CONTRACTOR

(TO BE SUBMITTED BY THE CONTRACTOR AT THE TIME OF FINAL ACCEPTANCE:)

WHEREAS, pursuant to contract made on _____, 20__, BY AND BETWEEN THE **TOWNSHIP OF VOORHEES** hereinafter called the Owner, and _____, hereinafter called the Contractor, final payment is about to be made.

NOW, THEREFORE, in consideration of the premises and the sum of _____ **(full contract amount paid to the Contractor and all major subcontractors)** of lawful money of the United States, being the full and entire sum due upon the completion of the contract aforesaid to the said contractor in hand paid by Owner, receipt to which is hereby acknowledged, said contractor does hereby remise, release and forever discharge the Owner of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills covenants, controversies, agreements, promises, claims and demands whatsoever in law or in equity which the said contractor has or may have for or on account of or in connection with the contract aforesaid.

The Contractor further agrees to indemnify and hold harmless the Owner from loss, expense, damage or injury as a result of claims arising out of or in connection with the execution of the work provided for in said contract including any claim made by any laborer, Contractor, or materialmen that may have furnished labor or material directly, or indirectly to the contractor or by reason of any action brought, or judgement recovered, by such laborer, contractor or materialmen.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____, Two Thousand and .

ATTEST:

_____
(Contractor)

_____
(Secretary)

_____
(Signature)

SEAL

_____
(Title / Date)

FORM OF RELEASE OF LIENS- SUBCONTRACTOR

(TO BE SUBMITTED BY EACH LISTED SUB- CONTRACTOR AT THE TIME OF FINAL ACCEPTANCE:)

WHEREAS, pursuant to contract made on _____, 20__, BY AND BETWEEN THE **TOWNSHIP OF VOORHEES,** hereinafter called the Owner, and _____, hereinafter called the Contractor, final payment is about to be made.

WHEREAS, pursuant to contract made on _____, 20__ BY AND BETWEEN THE CONTRACTOR, and _____, hereinafter called the Major Subcontractor for the _____ trade, final payment is about to be made by the Contractor to the Subcontractor.

NOW, THEREFORE, in consideration of the premises and the sum of _____ **(full contract amount paid to the listed subcontractor)** of lawful money of the United States, being the full and entire sum due upon the completion of the contract aforesaid to the said contractor in hand paid by Owner, receipt to which is hereby acknowledged, said subcontractor does hereby remise, release and forever discharge the Owner of and from any and all manner of actions, suites, debts, dues, sums of money, accounts, reckoning, bonds, bills covenants, controversies, agreements, promises, claims and demands whatsoever in law or in equity which the said subcontractor has or may have for or on account of or in connection with the contract aforesaid.

The Subcontractor further agrees to indemnify and hold harmless the Owner from loss, expense, damage or injury as a result of claims arising out of or in connection with the execution of the work provided for in said contract including any claim made by any laborer, contractor, or materialmen that may have furnished labor or material directly, or indirectly to the subcontractor or by reason of any action brought, or judgement recovered, by such laborer, subcontractor or materialmen.

IN WITNESS WHEREOF, the Subcontractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____, Two Thousand and .

ATTEST:

_____
(Subcontractor)

_____ _____
(Secretary) (Signature)

SEAL

_____
(Title / Date)

MAINTENANCE BOND

(To be completed after finalization of project)

KNOW ALL MEN BY THESE PRESENTS, that we _____ of _____ County of _____ State of _____, as Principal, and _____(surety company) a surety corporation organized under the laws of the State of _____ and duly authorized to do business in the State of New Jersey, as surety, are held and firmly bound unto _____ in the Penal Sum of _____ Dollars ($_____), which sum represents 15% of the final contract amount of _____ Dollars ($_____), to which payment will and truly to be made we do bind ourselves, our and each of heirs, executors, administrators, successors and assigns, jointly, firmly by these presents.

Sealed with our seals and dated the _____day of _____ in the year 20_____.

WHEREAS, the above firm did on the _____ day of _____ 20____, enter into a contract with the said _____(municipality)_____, NEW JERSEY, and has completed said Contract on the _____ day of _____ 20____.*

* *Date established by Engineer in accordance with contract.*

"NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said principal shall well and truly keep and perform all the obligation, agreements, terms, and conditions of such Contract on the principal's part to be kept and performed, and said principal shall be responsible for poor workmanship done or poor materials furnished under said Contract for a period of two (2) years from the date of the completion of said project, and said principal shall pay for all labor performed and furnished and for all materials used in correcting any poor workmanship done and replacing any poor material furnished, which corrections shall be made to the satisfaction of the Owner, then this Obligation shall be void; OTHERWISE, it shall remain in full force and effect."

Nothing herein contained shall be constructed as restricting the principal's liability for breach of Contract by reason of non-conformance with the specifications or defects of faulty workmanship.

Signed, Sealed and Delivered in the presence of _____
Principal

_____
Witness

_____ _____
Attest Surety

NOTE: Power of Attorney and Financial Statement must be attached to Bond.

CONTRACT CLOSE-OUT CHECKLIST

(TO BE SUBMITTED BY THE CONTRACTOR AT THE TIME OF PROJECT COMPLETION PRIOR TO FINAL PAYMENT:)

WHEREAS, pursuant to contract made on _____, 20__, BY AND BETWEEN THE **TOWNSHIP OF VOORHEES** hereinafter called the Owner, and _____, hereinafter called the Contractor, final payment is about to be made.

In accordance with Division 1, Section 1.8.9 of the Contract, the Contractor hereby declares the following:

All work of, related to and equipment supplied to complete the above named contract is hereby warranted and guaranteed to be provided to the Owner at the time of final payment, free and clear of all liens, claims, security interests and encumbrances.

In accordance with completion of RL-1 (RL-2), the Contractor certifies that full payment has been made to all Sub-Contractors for labor, materials and equipment incorporated into the work.

The Contractor hereby certifies that all claims against same, including claims for loss, damage or injury caused by the Contractor's negligence or omissions in the conduct of the Work have been settled.

For publicly bid contracts, The Contractor hereby certifies that all documentation related to Certified Payrolls have been submitted appropriately local and state officials.

The Work of the contract is guaranteed for a period of two (2) years via submission of a Maintenance Bond (attach hereto) or by company guaranty in the absence of same.

The Contractor certifies that he/she will maintain completed operations insurance for one year after final payment as per Article 1.4.3 of these Specifications.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____, 20_____ .

ATTEST:

_____
(Contractor)

_____
(Secretary)

_____
(Signature)

SEAL

_____
(Title / Date)

Echelon Road Pedestrian Improvements Project
Township of Voorhees
Camden County, NJ
Federal project No. TAP-D00S(376), NJDOT Job No. 5834303
June 2021

APPENDIX A

FEDERAL SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTARY SPECIFICATIONS
FOR FEDERAL AID PROJECTS
FOR THE ECHELON ROAD PEDESTRIAN IMPROVEMENTS
NJDOT FY 2018 SAFE ROUTES TO SCHOOL PRORAM
TOWNSHIP OF VOORHEES
COUNTY OF CAMDEN, NEW JERSEY
JUNE 2021
FEDERAL PROJECT NO. TAP-D00S(376)
NJDOT PROJECT NO. 5834303

AUTHORIZATION OF CONTRACT

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and Title 23 of the United States Code - Highways.

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to ___ inclusive.

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online website at https://beta.sam.gov/search?index=wd. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor and Workforce Development. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor and Workforce Development, pay the higher rate.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.)

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

Contractor's compliance is required with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States"). Each contractor or subcontractor is prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

The following information is located at the end of these Special Provisions:

1. Disadvantaged Business Enterprise Utilization. (Federal Aid Project Attachment 1)
1. Emerging Small Business Enterprise Utilization. (Federal Aid Project Attachment 1)
2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 3)
4. Federal Equal Employment Opportunity Contract Specifications for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 4)

5. State of New Jersey Mandatory Equal Employment Opportunity Language on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 5)
6. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 6)
7. Payroll Requirements for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 7)
8. FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts. (Federal Aid Project Attachment 8)
9. State Mandatory Addendum to FHWA 1273 Required Contract Provision, Federal Aid Construction Contracts as Amended or Supplemented. (Federal Aid Project Attachment 9)
10. Federal Mandatory Equal Opportunity Language on Federal Aid Projects. (Federal Aid Project Attachment 10)
11. Byrd Anti-Lobbying Certification. (Federal Aid Project Attachment 11)

The following additional project specific Attachments are located at the end of these Special Provisions:

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The following information is located at the end of these Special Provisions:

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. Payroll Requirements for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. Americans with Disabilities Act Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

The following additional project specific Attachments are located at the end of these Special Provisions:

Echelon Road Pedestrian Improvements Project
Township of Voorhees
Camden County, NJ
Federal project No. TAP-D00S(376), NJDOT Job No. 5834303
June 2021

APPENDIX B

FEDERAL AID ATTACHMENTS

FEDERAL AID PROJECT ATTACHMENT 1

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

A. Utilization of Disadvantaged Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers. The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontracts in accordance with USDOT requirements.

B. Policy. It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141); FAST-ACT, Fixing America's Surface Transportation Act (P.L. 114-94, December 4, 2015); and Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Disadvantaged Business Enterprise requirements of 49 CFR, Part 26 et seq. apply to this agreement.

C. Definitions

1. **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
    a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
    b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.
2. **Socially and economically disadvantaged individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
    a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group;
    b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
        (1) Black Americans," which includes persons having origins in any of the Black racial groups of Africa
        (2) Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
        (3) Native Americans," which includes persons who are enrolled members of a Federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians
        (4) Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong
        (5) Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

(6) Women
(7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
(8) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

3. **Commercially Useful Function (CUF).** A DBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

4. **Transaction expeditor (broker).** A DBE who arranges or expedites transactions and who arranges for material drop shipments.

5. **DBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

6. **DBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.

7. **Good faith effort (GFE).** Efforts to achieve a DBE goal or other requirement of 49 CFR Part 26, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as DBEs in the state where the contract is being let are consequently not good faith efforts to meet a DBE contract goal.

8. **Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.

D. Compliance. The Contractor is responsible for compliance as specified in Section 105.

E. Contractor's DBE Obligations. Ensure that DBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR, Part 26 and the Contract to ensure that DBEs are given equal opportunity to compete for and to perform on the Department's Federal Aid Projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.

1. Post Award Obligations

a. Give DBEs equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
b. Attempt to obtain qualified DBEs to perform the work. A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at: https://njucp.dbesystem.com/.

2. Affirmative Action After Award of the Contract

a. **Subletting**. If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:

(1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.

(2) Submit the Post-Award Minority Certification (Part IV of the DC-18A Request for Approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.

(3) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(4) Notification of a DBE firm's termination will be as specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a DBE and the detailed reason(s) for termination.

b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as DBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

(1) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(2) Notification of a DBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the subcontractor is a DBE and the detailed reason(s) for termination.

c. **Meeting Contract DBE Goal.** Report attainment toward meeting the Contract DBE goal by submitting monthly, all DBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all DBEs used on the Contract to meet the Contract goal, the specific Contract work items each DBE is performing, whether the DBE is performing full or partial work on the items, and the amount paid to each DBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

d. **Termination, Substitution or Replacement of DBEs.** Make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Contract with another certified DBE, to the extent needed to meet the Contract DBE goal. Notify the DCR/AA immediately of the DBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a DBE subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 – Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement DBE firm(s), type of work performed, specific Contract work items, whether the DBE is performing full or partial work on the items, dollar value and percent of total Contract for each DBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR-266. Submit along with the revised CR-266: 1) a completed Confirmation of DBE Firm (Form CR-273) to demonstrate direct written confirmation from each DBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed DBE Regular Dealer/Supplier Verification (Form CR-272) for all DBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed DBE Trucking Verification (Form CR-274) for all DBE truckers listed on the revised

CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of DBEs shall be made as specified in Section 108. Termination or replacement of DBEs cannot be made without prior written approval of the Department as per 108.01.

e. **Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for DBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor is meeting the Contract DBE goal or made adequate good faith efforts to do so.

F. DBE Goals for the Contract. This Contract includes a goal of awarding **four percent (4%)** of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

The Department's DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

G. Counting DBE Participation.

1. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to the award of the Contract. All DBEs working on the Contract must be certified DBEs. To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE subcontractor certified after the contract is executed. To be eligible to obtain DBE credit, a DBE subcontractor must be certified before the subcontract on which it is working is executed.

2. The Department determines the percentage of DBE participation that will be counted toward the Contract DBE goal in accordance with 49 C.F.R. Part 26.55 et seq.

3. The Contractor will count DBE participation toward the Contract DBE goal only the value of the work actually performed by a certified DBE and only if the DBE performs a commercially useful function in the work of a contract as per 49 CFR, Subpart C, Part 26.55(c) and the Contract.

4. The Department will count DBE participation for DBE trucking firms in accordance with 49 C.F.R. Part 26.55 et seq. The DBE can count the entire value of services performed by DBE trucks. The DBE can count the value of non-DBE trucking services up to the value of services performed by DBE trucks used on the Contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

5. The Department will count DBE participation for DBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R Part 26.55 et seq. Transaction expeditors/brokers will not receive DBE credit for any portion of the cost of the materials and supplies themselves toward the Contract DBE goal. For brokers, only the DBE's fee or commission, and no part of the cost of the goods, count towards DBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a "regular dealer" in a given transaction, it is awarded DBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the DBE adds to transaction and the risks that it takes.

6. If the Contractor is a certified DBE, payments made to the Contractor for work that the Contractor is certified to perform, and performed by the Contractor will be applied toward the Contract DBE goal. Payments made to the Contractor for work performed by non-DBEs will not be applied toward the Contract DBE goal.

7. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract DBE goal only if the subcontractor itself is a

certified DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, cannot be counted towards the Contract DBE goal.

H. Commercially Useful Function

1. **Performance of Work.** The DBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. DBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The DBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.

2. **Managing Work.** The DBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The DBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the DBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery; installing, (where applicable), and paying for the material and supplies itself, for the project.

3. **Responsibility of Work.** A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

4. **Equipment of DBE.** The DBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the DBE firm, or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the DBE firm.

5. **Lease of Equipment.** A DBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the DBE. The DBE is expected to provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.

6. **DBE Trucking.** DBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting DBE goals will not be allowed. The DBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

   The DBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The DBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE may also lease trucks from non-DBEs and owner-operators. Bona fide lease agreements must be for the length of time needed by the DBE on the Contract and signed by both the DBE and the firm(s), either certified DBE or non-DBE, from which the trucks will be leased. Leases must indicate that the DBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-DBE trucks, must display the name and USDOT identification number issued for interstate commerce, of the DBE firm on the outside of the truck. DBE firms are expected to use the same trucks for DBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the DBE trucking firm beginning work on the Contract, DBE Trucking firms will be required to complete the DBE Trucking Verification (Form CR-274). The DBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, DBE Certification number, company name and address, truck number, and commission or amount paid for all DBE and non-DBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for DCR/AA review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **DBE Regular Dealers.** DBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

   When the Contractor seeks credit toward the Contract DBE goal using DBE regular dealers, the DBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the DBE regular dealer and then signed by the Contractor. Submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval and determination of credit toward the Contract DBE goal.

8. **DBE Manufacturers.** DBE manufacturers must be a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required for this Contract.

9. The Contractor shall not use a DBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of DBE participation.

I. Good Faith Effort. To demonstrate good faith efforts to meet the Contract DBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain DBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

   Should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

3. Providing interested DBEs with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them;

4. Negotiating in good faith with interested DBEs. Make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

   Consider a number of factors in negotiating with subcontractors, including DBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy the Contract DBE goal.

   Inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

   Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

   Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the Contractor fails to meet the Contract DBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final DBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract DBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

J. Submission of Affirmative Action Program

Contractors, subcontractors and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Excutive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's DBE Liaison Officer to administer the firm's Disadvantaged Business Program.
7. DBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider DBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

K. DBE Liaison Officer. Designate a DBE Liaison Officer who shall be responsible for the administration of your DBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

L. Consent by Department to Subletting. The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

M. Conciliation. Allegations of breach of any obligation contained in these DBE provisions and guidelines, will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

N. Documentation

1. **Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section 107 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.

2. **Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. These records kept will be designed to indicate:

    a. The names of DBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
    b. Work, services and materials which are not performed or supplied by the Contractor.
    c. The actual dollar value of work subcontracted and awarded to DBEs, including specific Contract work items and cost of each work item.
    d. The progress being made and efforts taken in seeking out and utilizing DBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
    e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of DBEs on the Contract.

f. Records of all DBEs and non-DBEs who have submitted quotes/bids to the Contractor on the Contract.
g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting DBE utilization on the Contract.
h. Documentation outlining EEO workforce information for the Contract.
i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.

3. Submission of Reports, Forms and Documentation. Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with DBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General or U.S. DOT, or both, and prosecution by the State Attorney General's Office or U.S. Department of Justice, or both.

4. Maintaining Records. All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the Federal funding agencies.

O. Prompt Payment to Subcontractors. On Federal Aid Projects, payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.

P. Non-Compliance. Failure by the Contractor to comply with the DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

FEDERAL AID PROJECT ATTACHMENT 2

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES ON NJDOT FEDERAL AID PROJECTS

(23 CFR, PART 230, SUBPART A, APPENDIX A TO SUBPART A - SPECIAL PROVISIONS)

The Contractor is obligated to comply with the policies, procedures and guidelines relative to the implementation of an Equal Employment Opportunity Program on Federal and Federal Aid Highway construction contracts, except for those contracts awarded under 23 U.S.C. 117, and to the preparation and submission of reports pursuant thereto as per 23 CFR, Part 230, Subpart A, Appendix A to Subpart A - Special Provisions.

A. General

1. **Equal Employment Opportunity Requirements.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to 23 USC 140, as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in the Contract constitute the specific affirmative action requirements for project activities under this Contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
2. The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.
3. The Contractor, and all subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers, as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

B. Equal Employment Opportunity Policy. The Contractor will accept as its operating policy the following statement which is designed to further the provisions of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

C. Equal Employment Opportunity Officer. The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active EEO contractor program and who must be assigned adequate authority and responsibility to do so.

D. Dissemination of Policy

1. **Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommended such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure compliance with the above agreement, the following actions will be taken as a minimum:

a. **Initial Project Site Meeting.** Conduct an initial project site meeting with key supervisory and office personnel before or at the start of work, and then not less than once every 6 months, at which time the Contractor's Equal Employment Opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
b. **EEO Obligations.** All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within 30 days following their reporting for duty with the Contractor.
c. All personnel engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority and female employees.

2. Take the following actions to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.:

a. Place notices and posters setting forth the Contractor's equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.
b. Bring the Contractor's equal employment opportunity policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, and/or other appropriate means.

E. Recruitment

1. When advertising for employees, include in all advertisements for employees the notation: "An Equal Opportunity Employer". Publish all such advertisements in newspapers or other publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-group organizations. To meet this requirement, the Contractor will, through their EEO Officer, identify sources of potential minority and female group employees, and establish procedures with such identified sources whereby minority and female group applicants may be referred to the Contractor for employment consideration.
3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).
4. Encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.

F. Personnel Actions. Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

1. Conduct a project site inspection at the start of work, and periodically thereafter, to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, and will resolve or attempt to resolve such complaints, within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, inform complainants of all their avenues of appeal.

G. Training and Promotion

1. Assist in locating, qualifying, and increasing the skills of minority and women who are applicants for employment or current employees.
2. Advise employees and applicants for employment of available training programs and entrance requirements for each.
3. Periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.

H. On-the-Job Training. The Contractor, as part of their equal employment opportunity affirmative action program, shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved on the project.

1. Apprenticeship and Training Programs

   The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by the Department and the Federal Highway Administration. The Department will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journeyperson status in the craft concerned by the end of the training period.

   Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, (BAT) or with a State apprenticeship agency recognized by USDOL BAT and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway contracts. Approval or acceptance of a training program shall be obtained from the DCR/AA prior to commencing work in the classifications covered by the Contractor's training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the "Revised Standard Training Guidelines". The Division will also review existing guidelines for revision based on the same process.

   It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site and approved by DCR/AA. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.

2. Contractor Submission and Department Approval of the Initial Training Program

   At or after the preconstruction conference, and prior to the start of Work, submit a Training Program to the RE for review and comments prior to DCR/AA review and approval. The Contractor's training program shall include:

   a. Number of trainees or apprentices to be trained in all selected Training Positions,
   b. Standard Program Hours for all positions,
   c. Estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,
   d. Training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project's work progress schedule,
   e. Training Guidelines for all positions, and
   f. Training that will be provided by the Contractor and provided by Subcontractors.

The number of apprentices and trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journey people in the various crafts within a reasonable area of recruitment. Submit timely, revised Training Programs, as required throughout the project to ensure that feasible and Maximum Available Training is provided. Maximum Available Training is defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training until hours are no longer available.

3. Assignment of Training to Subcontractors

   In the event that portions of the Contract work are subcontracted, determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. Ensure that these Training Special Provisions are made applicable to such subcontracts.

4. Reimbursement of the Contractor for Providing Training

   The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.

   Pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project. Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

I. Apprentice/Trainee Requirements of the Contract

The number of training positions will be Zero (0), where feasible, consisting of at least Zero (0) APPRENTICES and Zero (0) TRAINEES. TRAINEE HOURS=Zero (0).

Apprentices are defined as registered members of an approved apprenticeship program recognized by the United States Department of Labor (USDOL) Bureau of Apprenticeship and Training (BAT) or a New Jersey State apprenticeship agency recognized by USDOL BAT (e.g., New Jersey Department of Education). Graduates of the Pre-Apprenticeship Training Cooperative Program shall be classified as apprentices. Trainees are defined as skilled, semi-skilled or lower level management individuals receiving training per one of the approved NJDOT "Revised Standard Training Guidelines" (available from the DCR/AA).

Where feasible, assign at least 50% of the training positions to Skilled Crafts which include but are not limited to Carpenters, Dockbuilders, Electricians, Ironworkers and Operating Engineers.

1. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees

   Apprentices or trainees should be in their first year of apprenticeship or training. Interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates on the Apprentice/Trainee Approval Memorandum (Form CR-1), via the RE, to the Division for review and approval or disapproval.

Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and women toward journeyperson status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and women, by conducting systematic and direct recruitment through public and private sources likely to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journeyperson status or in which he or she has been employed as a journeyperson. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete "Apprentice/Trainee Approval Memorandum" (Form CR-1) prior to the apprentice or trainee starting work on the project. Regardless of the methods used, the Contractor's records should document the findings in each case.

Skilled craft trainees may complete up to 3,000 total training hours on Department projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journeyperson status upon completion of a training guideline and may complete up to three (3) different positions.

2. Documentation Required to be Signed by Apprentices or Trainees, and provided to the Department

   Prior to the apprentice/trainee starting work on the project, submit an accurate, complete and signed Apprentice/Trainee Approval Memorandum for each apprentice/trainee to the RE for review, and final approval by DCR/AA. Once the notice that said apprentice/trainee has been approved to work on the Contract, said apprentice/trainee may start work on the Contract. No credit will be given for apprentices/trainees prior to said apprentice/trainee being approved by DCR/AA.

   At the start of training, provide the RE and each apprentice or trainee with an applicable "Training Guideline" and, at the conclusion of training, an accurate and complete "Training Certificate for Reporting Hours to NJDOT" (Form CR-3), showing hours of training satisfactorily completed.

   Maintain and submit an accurate and complete "NJDOT Contractor's 1409 Quarterly Training Report" (Form-CR-1409) to the RE within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); also provide a copy to each apprentice or trainee.

   Maintain and submit accurate and complete "Biweekly Training Reports" (Form CR-2) to the RE, and each apprentice or trainee, as periodic reports documenting their performance under the Contract.

3. Determining Good Faith Compliance of Contract Apprentice/Trainee Program

   Per the approved program or guideline, provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.

   Recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. Do not terminate apprentices or trainees prior to completion of their training program positions without Department consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the Contract.

   The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions as specified in 23 CFR 230, Appendix B to Subpart A of Part 230 if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the Contract for a significant period.

Demonstrate all steps that have been taken in pursuance of enrolling minorities and women in the training program positions, prior to a determination as to whether the Contractor is in compliance with the Training Special Provisions of the Contract.

Submit to the RE written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith efforts and particularly addressing Maximum Available Training for incomplete training positions, per the procedure found in the revised "Instructions for Implementing the Training Special Provisions".

4. Enforcement Measures and Contractor's Rating

   Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journeyperson is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of the Contract.

   Per established procedures and scheduled Contract Compliance Reviews, the Contractor's performance will be rated and reviewed periodically by the Department.

   Failure of a Contractor to comply with the Training Special Provisions of the Contract, and as specified in 23 CFR Part 230, Appendix B to Subpart A of Part 230, may result in the actions as set forth as specified in Section 105.

J. Unions. If the Contractor relies in whole or in part upon unions as a source of employees, use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women within the unions, and to effect such union referrals to the construction project. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. Use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and women for union membership and increasing their skills in order for them to qualify for higher paying employment.
2. Use maximum effort to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
3. Obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and such labor unions refuse to furnish this information to the Contractor, certify to the Department and set forth what efforts have been made to obtain this information.
4. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Department.

K. Subcontracting

1. Use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. The Contractor may use lists of minority-owned construction firms as issued by the Department.
2. Ensure subcontractor compliance with the Contract Equal Employment Opportunity obligations.

L. Records and Reports

1. Maintain records necessary to determine compliance with the Contractor's equal employment opportunity requirements. Documents will include the following:

   a. Number of minorities, non-minorities, and women employed in each work classification on the Contract.

b. Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
c. Progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
d. Progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.

2. All such documents must be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal funding agencies.

FEDERAL AID PROJECT ATTACHMENT 3

REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON NJDOT FEDERAL AID PROJECTS

(MINORITY AND WOMEN WORK EMPLOYMENT GOAL OBLIGATIONS)

A. Employment Goals.

The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

Minority And Women Employment Goal Obligations For Construction Contractors and Subcontractors on Federal Aid Projects		
County	**Minority Participation Percent**	**Women Participation Percent**
Atlantic	18.2	6.9
Bergen	22.6	6.9
Burlington	17.3	6.9
Camden	17.3	6.9
Cape May	14.5	6.9
Cumberland	16.0	6.9
Essex	17.3	6.9
Gloucester	17.3	6.9
Hudson	12.8	6.9
Hunterdon	17	6.9
Mercer	16.4	6.9
Middlesex	5.8	6.9
Monmouth	9.5	6.9
Morris	17.3	6.9
Ocean	17	6.9
Passaic	12.9	6.9
Salem	12.3	6.9
Somerset	17.3	6.9
Sussex	17	6.9
Union	17.3	6.9
Warren	1.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations

required by the specifications set forth in 41 CFR 60-4(3)a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade. Make a good faith effort to employ minorities and women evenly on each project. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor's goals is a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

If a project is located in more than one county, the minority work hour goal, only, will be determined by the county which serves as the primary source of hiring or, if workers are obtained almost equally from one or more counties, the single minority goal will be the average of the affected county goals.

B. Reporting Requirements.

1. Provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf.

    a. On a monthly basis, submit Form CC-257R through the web based application within 10 days following the end of each reporting month.
    b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month
    c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.

3. All employment data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract, to report monthly employment data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

FEDERAL AID PROJECT ATTACHMENT 4

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS FOR NJDOT FEDERAL AID PROJECTS

(AS REQUIRED PER EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375 AND IMPLEMENTING REGULATIONS AT 41 C.F.R. PART 60)

A. As used in these Specifications:

1. Covered area means the County or Counties in which the Project is located.
2. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
3. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
4. Minority includes:

    a. Black (a person having origins in any of the black African racial groups not of Hispanic origin);
    b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    c. Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).

B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. Implement the specific affirmative action standards provided in paragraphs F1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

D. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women excuses the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.

F. Take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. Where possible, assign

two or more women to each construction project. Specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under F2 above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are provided in a manner such that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin cannot result. Do not require such segregated use by written or oral policies, nor tolerate such use by employee custom. Provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contraction and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (F1 through 16). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under F1 through 16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

H. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

I. Do not use the goals and timetables or affirmative action standards to discriminate against any person because of race, creed, color, national origin, age, ancestry, nationality, gender, disability, sex, affectional or sexual orientation, gender identity or expression, religion, and liability for military service.

J. Do not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

K. Carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

L. Implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

M. Designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

O. Failure of the Contractor or subcontractors to comply with the nondiscrimination provisions of the Contract may result in payment being delayed or withheld as specified in 105.01; default as specified in 108.14, liquidated damages as specified in 108.20, or termination of the Contract as specified in 108.15.02 pending corrective and appropriate measures taken by the Contractor to the satisfaction of the Department.

FEDERAL AID PROJECT ATTACHMENT 5

STATE OF NEW JERSEY MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ON NJDOT FEDERAL AID PROJECTS

(N.J.S.A. 10:5-31 ET SEQ. (P.L.1975, C.127) N.J.A.C. 17:27-1.1 ET SEQ.)

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department 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. l7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

A. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience

with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under "B" below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

    a. The Contactor or subcontractor shall interview the referred minority or women worker.
    b. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of "C" below.
    c. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    d. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

C. The Contractor or subcontractor agrees that nothing contained in "B" above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprentice-ship 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 Department and the Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the Department by the Department of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the Department.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

D. The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

It is the policy of the NJDOT that its contracts should create a work-force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJDOT to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the NJDOT satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJDOT contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey Career Connections website, managed by the Department of Labor and Workforce Development, available online at: http://careerconnections.nj.gov/careerconnections/for_businesses.shtml
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the NJDOT with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

FEDERAL AID PROJECT ATTACHMENT 6

INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON NJDOT FEDERAL AID PROJECTS

The Contractor and subcontractors agree to the following requirements in order to implement fully the nondiscrimination provisions of the Contract.

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq., 10:2-1 et seq., 42 U.S.C. 2000(d) et seq., 42 U.S.C. 2000 (e) et seq. and Executive Order 11246, it shall take the following actions:

A. Within one (1) working day commence an investigation of the complaint which shall include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.

B. Prepare and keep for its use and file a detailed written investigative report which includes the following information:

   1. Investigatory activities and findings.
   2. Dates and parties involved and activities involved in resolving the complaint.
   3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
   4. A signed copy of resolution of complaint by complainant and Contractor.

   In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department all other records, including but not limited to, interview memos and statements.

C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.

D. Take appropriate disciplinary action against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.

E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complaint and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.

F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.

   In conjunction with the above requirements, the Contractor shall develop and post a written sexual harassment policy for its work force.

   Failure by the Contractor and subcontractors to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

FEDERAL AID PROJECT ATTACHMENT 7

PAYROLL REQUIREMENTS FOR NJDOT FEDERAL AID PROJECTS

A. Payroll Reports. Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:

1. Each employee's full name and an individually identifying number, (e.g. the last four digits of the employee's social security number) of each such employee.
2. The ethnicity and gender of each employee.
3. Each employee's specific work classification (s).
4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
6. Each employee's gross wage.
7. The itemized deductions made.
8. The net wages paid.

B. Statement of Wages. Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the Copeland Act, as amended during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on the Department's CR-347, or any form with identical wording. Each payroll submitted must be accompanied by a signed "Statement of Compliance".

C. Maintaining Records. Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.

D. Lack of Compliance. Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b. Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The Contractor shall provide the Commissioner, throughout the duration of the Contract, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.). Completed forms should be emailed to: equalpayact@dol.nj.gov. If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625- 110.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: https://nj.gov/labor/equalpay/equalpay.html

LWD forms may be obtained from the online web site at:
https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

FEDERAL AID PROJECT ATTACHMENT 8

FHWA-1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon

completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the

contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The

straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased

employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

* * * * *

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEDERAL AID ATTACHMENT 9

STATE MANDATORY ADDENDUM TO FHWA-1273 REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS AS AMENDED OR SUPPLEMENTED

ALL CONTRACTORS MUST PROVIDE THIS LANGUAGE IN ANY CONTRACT WITH THEIR SUBCONTRACTORS AS REQUIRED BY 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II AND IS CURRENTLY NOT INCLUDED IN FHWA-1273, BUT IS REFLECTED IN PROPOSED AMENDMENTS NOT YET FINALIZED.

FHWA-1273 shall be read to include:

1. All references to “race, religion, sex, color, national origin, age or disability” shall be read to include “sexual orientation and gender identity”.
2. SECTION IV. DAVIS-BACON ACT AND RELATED ACT PROVISIONS shall apply if the project is defined to be on a Federal Aid highway, regardless of the location of the project in compliance with 23 USC 133(i).
3. SECTION IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT shall require in conformance with 2 CFR Part 200 and 2 CFR Part 200 Appendix II that contractors on all Federal Aid construction contracts in excess of $150,000 and all related subcontracts, supply contracts and vendor contracts “comply with all related standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) as required by 2 CFR 200.326.
4. SECTION X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION shall be read to comply with 2 CFR Part 200 and 2 CFR Part 200 Appendix II to replace the Excluded Parties List System with the System For Award Management (SAM) as required by 2 CFR Part 180.
5. If the work requires that cargo be shipped by oceanic transport or across the Great Lakes, in compliance with Section 3511 of the Duncan Hunter National Defense Authorization Act of 2009 amending the Cargo Preference Act, each contract shall require that cargoes financed “in any way with Federal funds for the account of any persons unless otherwise exempted” requires the use of US-flag vessels to transport the materials or equipment acquired for a specific Federal Aid construction project.

FEDERAL AID ATTACHMENT 10

FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID PROJECTS

(AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)

All Contractors regardless of the value of the contract shall have this mandatory clause with their subcontractors:

The Contractor/Subcontractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

FEDERAL AID ATTACHMENT 11

BYRD ANTI-LOBBYING CERTIFICATION

Pursuant to 31 USC 1352 and 49 CFR part 21, Contractor and all subcontractors are required to comply with this Attachment. Contractor and all subcontractors shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL (as contained in this Attachment) and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

All Contracts and subcontracts over $100,000 shall require the following mandatory language in every contract:

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Disclosure of Lobbying Activities Standard Form – LLL (Federal Aid Attachment Form 11) in accordance with its instructions.

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

   This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not that $10,000 and not more than $100,000 for each such failure.

APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. **Type of Federal Action:** ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	3. **Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. **Name and Address of Reporting Entity:** ☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District,** *if known*:	5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known*:
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. **Federal Action Number,** *if known*:	9. **Award Amount,** *if known*: $
10. a. **Name and Address of Lobbying Entity** *(if individual, last name, first name, MI)*:	b. **Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI)*:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. **Amount of Payment** *(check all that apply)*: $ _____ ☐ actual ☐ planned	13. **Type of Payment** *(check all that apply)*: ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. **Form of Payment** *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. **Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. **Continuation Sheet(s) SF-LLL-A attached:** ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____

Federal Use Only: **Authorized for Local Reproduction Standard Form - LLL**

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

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

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

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 mintues per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of** _____

Authorized for Local Reproduction
Standard Form - LLL-A

APPENDIX C

ADA LINKS

- **DOJ's 2010 ADA Standards**
  - **https://www.ada.gov/2010ADAstandards_index.htm**

- **NJDOT STANDARD CONSTRUCTION DETAILS – ROADWAY 2**
  - **CD-606-1; CD-606-2; CD-606-3; CD-606-4**
  - **https://www.state.nj.us/transportation/eng/CADD/v8/**

APPENDIX D

ADA CURB RAMP
AS-BUILT SURVEY FORM SAMPLES

ADA Curb Ramp As•Bullt Survey

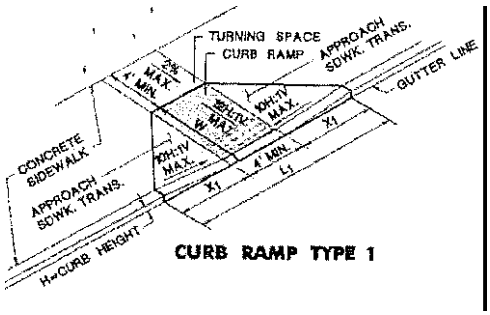
HC Ramp slopes required by Camden County to obtain .ipproval/payment by NJ DOT Local Ald Region 4

Survey by:_____
COMPANY NAMf

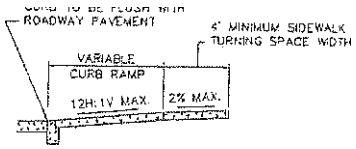
Project Nmnc: _____

Location-
Municipality, County_____

Sign & Seal: _____
Print Name: _____
PLS License No: _____



CURB RAMP TYPE 1



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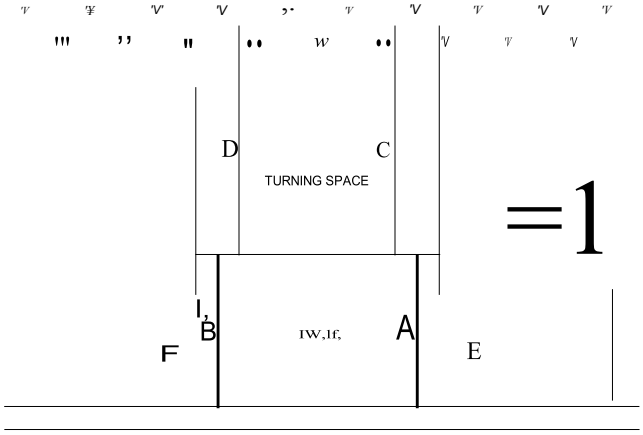

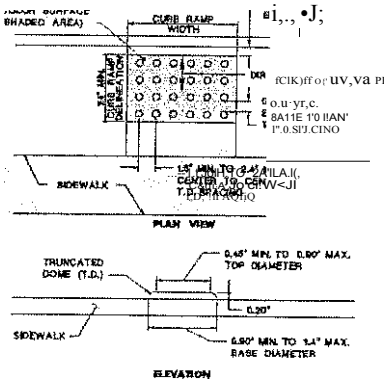

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ADA CURB RAMP MEASUREMENT DETAIL

NOTTO SCALE

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•station/Offset preferred

Type 2 (Rev. 1/19/17)

ADA Curb Ramp As-Built Survey

HC R.i-mp slopes required by Camden County to obtain approval/payment by NJDOT Local Aid Region 4

Survey by:_____
COMPANY NAME

Project Name·_____
Local ion;
Municipaliiy, Cou111y:_____

Sign & Seal:_____
Print Name:_____
PLS License No·_____

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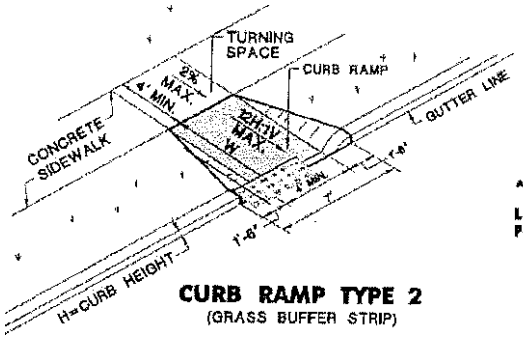
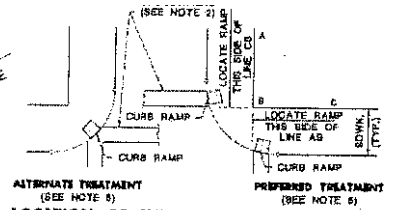


CURB RAMP TYPE 2
(GRASS BUFFER STRIP)



LOCATION OF CURB RAMP TYPES 1, 2, 3, 4 & 7 FOR CROSSING PARALLEL AND PERPENDICULAR TO HIGHWAY

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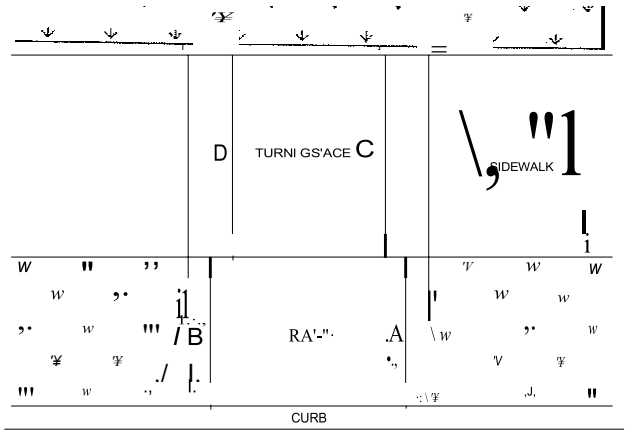

ADA CURB RAMP MEASUREMENT DETAIL

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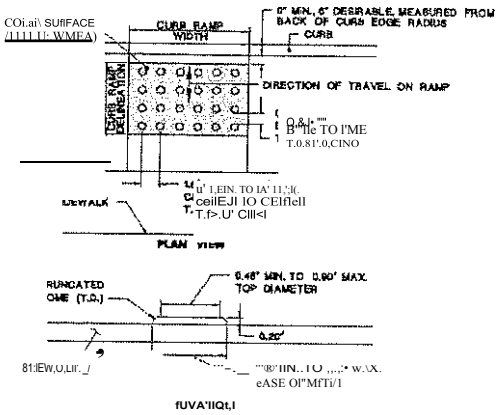

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ADA Curb Ramp As-Built Survey

• Station/Offset preferred

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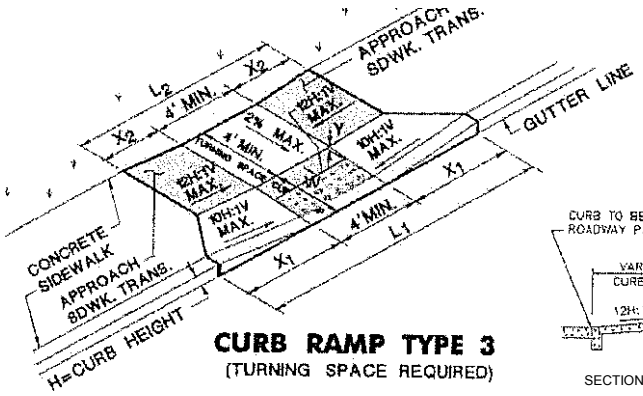
ADA Curb Ramp As-Built Survey

HC Ramp slopes required by Camden County to obtain approv;;il/payment by NJDOT Local Aid Region 4

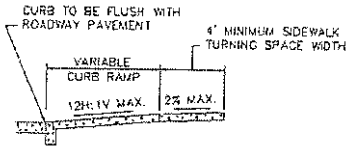
Survey by·_____
COMPANY NAME

Sign & Seal _____
Print Name: _____
PLS License No.. _____

Projcc1 Name: _____
Location
Munic:ipal1ty, County-_____



CURB RAMP TYPE 3
(TURNING SPACE REQUIRED)



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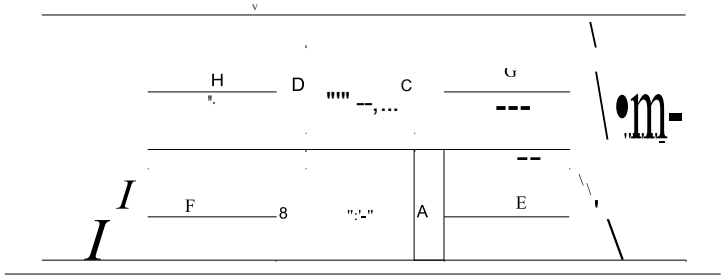
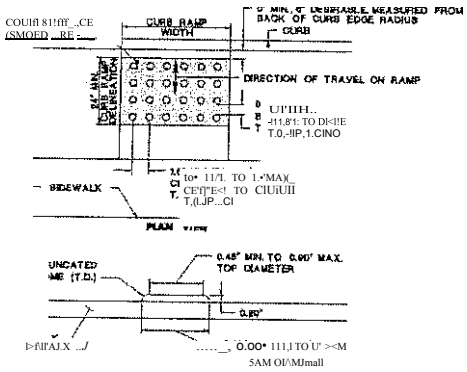


ADA CURB RAMP MEASUREMENT DETAIL



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Dffla"ABLE WARNING $1JRFACE

Ramp No.	Station/Offset Qt Location DescrlPLJon	A	B	C	D	E	F	G	H	Compli s V,'N	Comments

ADA Curb Ramp As-Built Survey

•station/Offset weferred

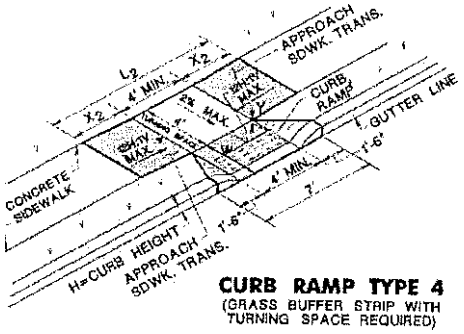
ADA Curb Ramp As-Built Survey

Ht Ramp slopes required by Camden County to obtain approval/payment by NJ DOT local Aid Region 4

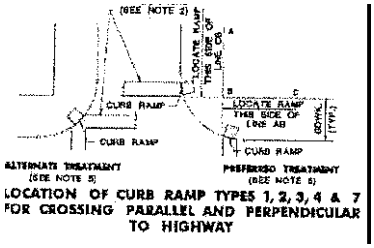
Survey by:_____
COMPANY NAM[

Sign & Seal: _____
Prini Name:
PLS License No,·_____

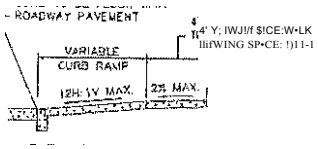
Project Name:_____
Loca1ion. _____
Municipality, County: _____



CURB RAMP TYPE 4
(GRASS BUFFER STRIP WITH TURNING SPACE REQUIRED)



LOCATION OF CURB RAMP TYPES 1, 2, 3, 4 & 7 FOR CROSSING PARALLEL AND PERPENDICULAR TO HIGHWAY



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Remarks

1 All measuremems ,ire in %, using a 4.ft *smw* lc1·el
Refer to attached plan/dnwing for a Ramp No. or Siation Md off>el
A. B, E, & *F* should not ;,:ceed 12tl·JVmx..

t. If.Xi is 15' ot .;reater, 1hc ;,:omistcr.r slope ofE or F may ex ecd l2H IV *m-ax*

5 C & D should no! e c ed *1* 0% rn<'

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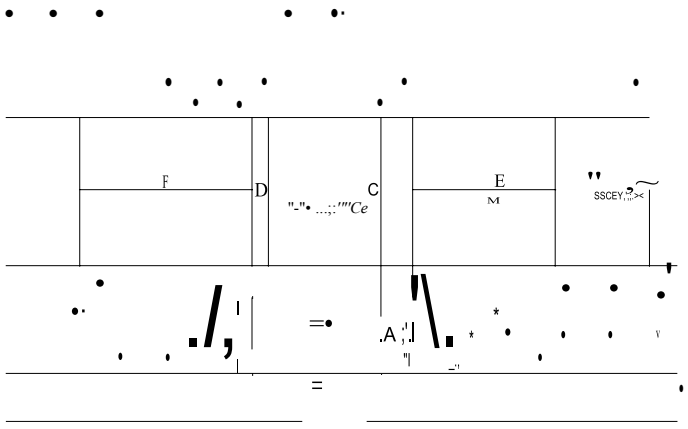

ADA CURB RAMP MEASUREMENT DETAIL

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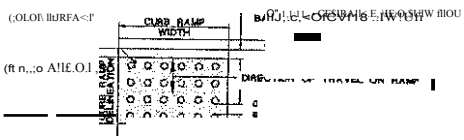

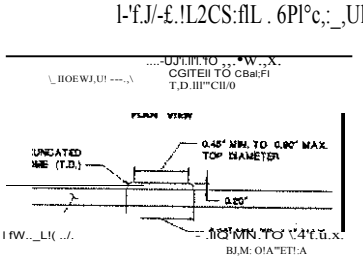

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DfflCTA!Ll WARNING .SURFACE

Ramp No.	S1a1ion/Offse1'll Loe11ion Dcscriptfon•	A	B	C	D	E	F	Complki YIN	Comments

• Station/Offset preferred

ADA Curb Ramp As-Built Survey

" '									

• Station/Offset preferred

Type S (Rtv, 1/19/17)

ADA Curb Ramp As-Built Survey

HC Ramp slopes required by Camden County to obtain approval/payment by NJDOT local Aid Region 4

Date:_____ Survey by: _____ COMPANY NAME

Sign & Seal: _____

COMPANY NAM£

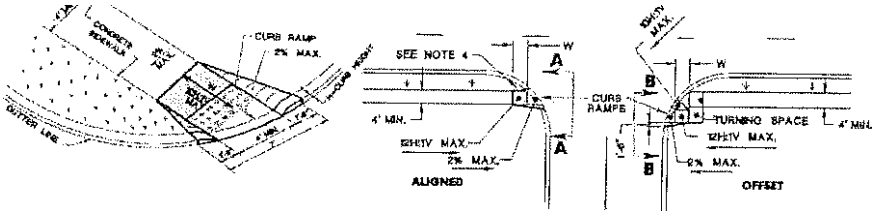
Proj 1 Name

Print Name _____

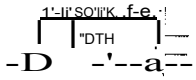
PLS Lici:nse No:_____

Location: _____

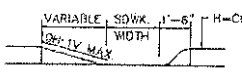
Muflicipal1ty, County_____



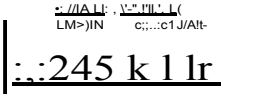
CU litAMP TYPE 5



SECTION A-A



SECTION B-B



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Remarks

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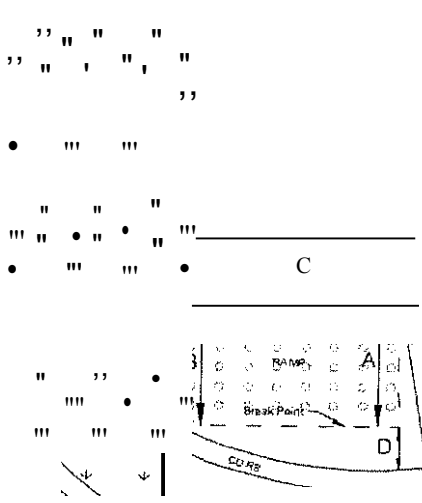

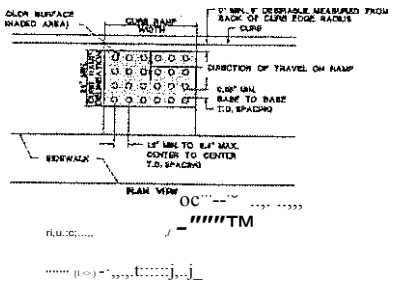

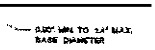

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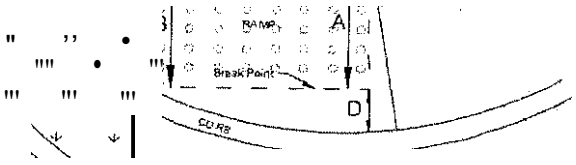

ADA CURB RAMP MEASUREMENT DETAIL

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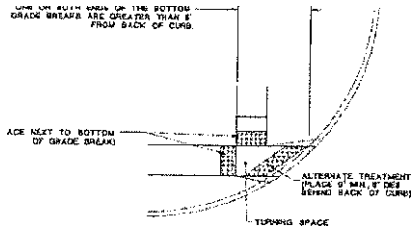


ALTERNATE 0ElfCIA61f. WARNliliG SURFACE L0CAIl0NS FOR CURS RAMP TYPt *5*

Ramp No.	S1ation!Offse1 Qf Loca1ion Description"	A	B	C	D(%)	D(tl)	Complies YIN	Comments

• Station/Offset preferred

ADA Curb Ramp As-Built Survey

• Station/Offset preferred

ADA Curb Ramp As-Built Survey

HC Ramp slopes required by Camden County to obtain approval/p<1yment by NJ DOT Local Aid Region ,(l

Date_____ Survey by·_____ Sign & Seal._____

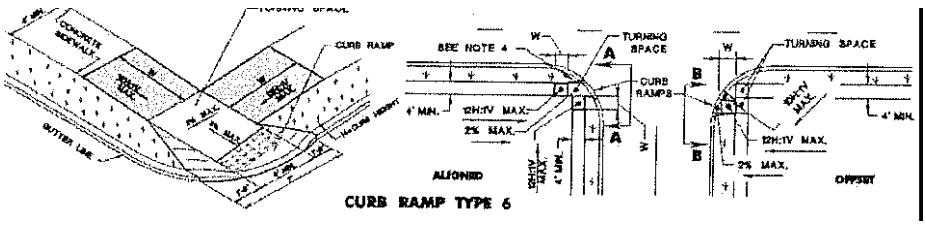
COMPAN NAME

PriJlt Name:

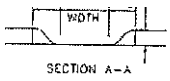
Projeci Name _____ PLS License "N"_,,-.----------

Loe/Ilion: _____

lvlunicipality, County _____



CURB RAMP TYPE 6



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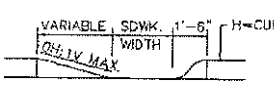

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R. rnarks

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E & *F* should nol ex eed l2H. IV m

4 A, *B,* & C hould no1 ex,eed *VY'l.max:* n,e length of D hould nol xceed 5' ma."<,

S e NIDOT De1ail She !s ('0. 06-1 I through CD·606-J 1 fc,r additional requirements and for rhe noK{s) rcferenad on 1his form

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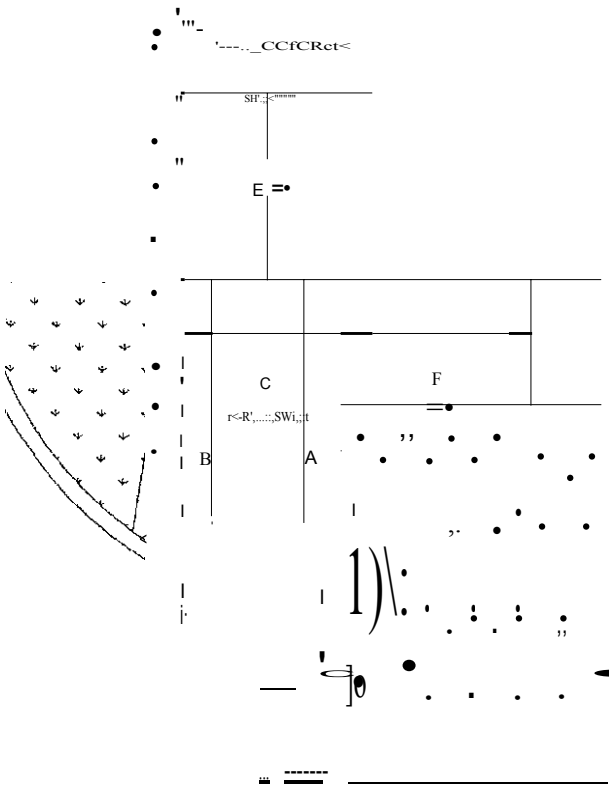

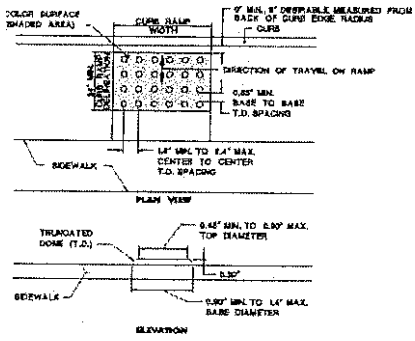

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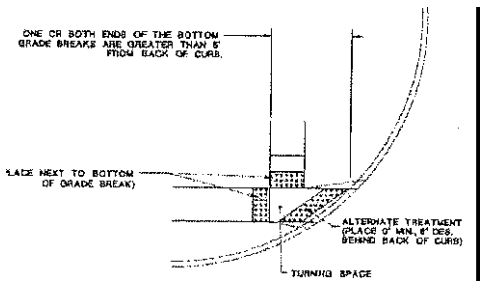


ALTEm.:ATE DETECTABLE WARNING SURFACE LDC,'ITIOI'.:S FOR CURB RAMP TYPE 6

Ramp No.	Station!Offm QI Location Desc1llltion""	"	B	C	D(ft)	E	F	Complies Y!N	Comments

ADA Curb Ramp As-Built Survey

·« stailo /Clffset preferred

ADA Cu.rb Ramp As-Built Survey

HC Ramp slopes required by Camden County to obtain approval/payment by NJ DOT local Aid Region 4

Date _____ Surve)' by _____ *COMPANY NAM[*

Project Name_____

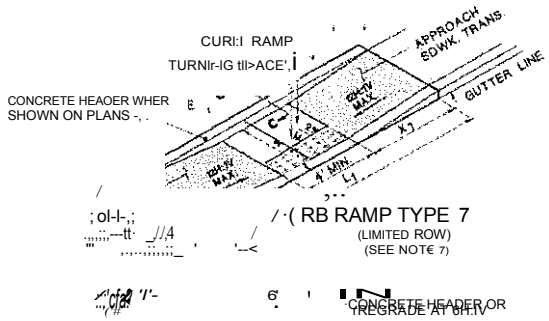
Location. _____

Municipality, Coulll_y._____

Sign & Seal _____

Print Name:_____

PLS License No.:_____



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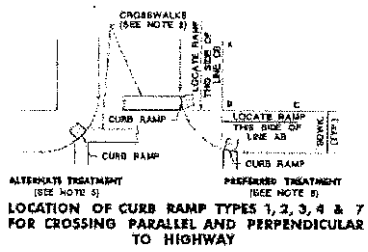

LOCATION OF CURB RAMP TYPES 1, 2, 3, 4 & 7 FOR CROSSING PARALLEL AND PERPENDICULAR TO HIGHWAY

Remarks

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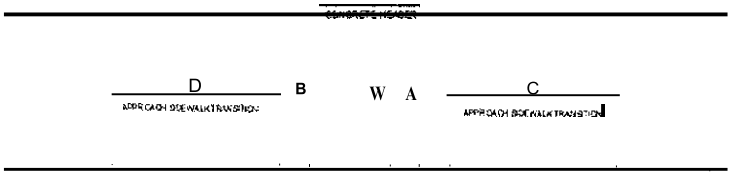
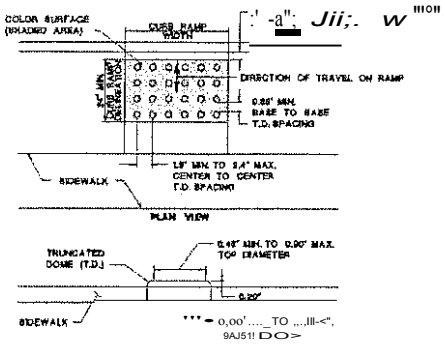


ADA CURS RAMP MEASUREMENT DETNL



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DETEtTABLE WARNING SUR.FACE

Ramp No.	Sta!ioniOffsct Q! Location Descrintion•	A	B	C	*D*	W(ft)	Complies YIN	Comments
-, >								

*Station/Offset preferred

Echelon Road Pedestrian Improvements Project
Township of Voorhees
Camden County, NJ
Federal project No. TAP-D00S(376), NJDOT Job No. 5834303
June 2021

APPENDIX E

FEDERAL WAGE RATES (DAVIS-BACON ACT)

"General Decision Number: NJ20210001 06/04/2021

Superseded General Decision Number: NJ20200001

State: New Jersey

Construction Type: Highway

Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and Salem Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	04/16/2021
2	05/28/2021
3	06/04/2021

BRNJ0002-002 11/01/2019

	Rates	Fringes
Bricklayer	$ 43.56	32.50

Work 100 degrees F. and over:
to be paid at the rate of double time.

Work on high stacks:
22% per hour additional.

BRNJ0002-003 11/01/2019

DOES NOT INCLUDE BUILDING CONSTRUCTION IN MERCER COUNTY - SEE SUNJ1993-001

	Rates	Fringes
Cement mason	$ 43.56	32.50

Cement mason:
Epoxy, acid and latex work: $.50 per hour additional.

CARP0006-005 05/01/2021

	Rates	Fringes

Carpenter.....$ 51.89 57%

CARP0454-002 05/01/2016

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, OCEAN AND SALEM COUNTIES:

	Rates	Fringes
Piledriver	$ 43.95	31.32

PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided that the worker works any of the three days in the five-day work week preceding the holiday and the first work day after the holiday.

CARP1556-002 05/01/2020

MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
Dock Builder & Piledrivermen	$ 48.50	47.81

Work on land pile driving, while handling and working with creosote and creosote-impregnated products: $.25 per hour additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

ELEC0269-003 10/01/2017

BURLINGTON COUNTY (north of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, includes Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, includes New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); MERCER COUNTY:

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator	$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator	$ 49.79	60.93%
All other work:		
Ground person; truck with winch operator	$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator	$ 49.79	60.93%

ELEC0269-004 07/06/2020

BURLINGTON COUNTY (north of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to

the town of Mt. Holly, includes Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, includes New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); MERCER COUNTY:

	Rates	Fringes
ELECTRICIAN		
Cable Splicer	$ 52.71	62.48%
Electrician	$ 51.71	64.70%

ELEC0351-001 09/30/2019

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Electricians:		
Cable splicer on lead cable	$ 46.51	72.54% + .65
Electrician and cable splicer	$ 47.52	79.72%+.65

ELEC0351-002 12/01/2019

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Line construction:		
Groundmen	$ 33.96	57.04%+12.52
Heavy equipment operator	$ 38.82	57.04%+12.52
Lineman	$ 48.52	57.04%+12.52

ELEC0400-001 11/02/2020

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Electrician & Cable Splicer	$ 51.08	37.80

ELEC0400-002 11/02/2020

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Electrical installation equipment operators: Hole-digging equipment; truck with winch or pole, and steel hand; truck without winch; ground person	$ 30.30	20.60
Equipment service person	$ 51.15	37.73

Line technician, cable splicer, x-ray technician, and equipment repair person.....$ 51.15 37.73
Line technician/welder.....$ 51.15 37.73
All other work:
Ground person.....$ 35.81 26.41
Line technician, cable splicer, and equipment operator.....$ 51.15 37.73

Work with hazardous materials: 10% per hour additional.

ENGI0825-002 07/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 51.77	30.45
GROUP 2	$ 50.18	30.45
GROUP 3	$ 48.27	30.45
GROUP 4	$ 46.64	30.45
GROUP 5	$ 44.93	30.45
GROUP 6	$ 42.84	27.25

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:
""A"" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work; front end loader (2 cu. yd. but less than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago

boom type) (if hoist is ""outside material tower hoist"", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:
Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tugger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:
Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping

machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:
Oiler; tire repair and maintenance

GROUP 6:
Helicopter pilot; helicopter engineer

ENGI0825-004 07/01/2018

	Rates	Fringes
Power equipment operators:		
Steel erection:		
GROUP 1	$ 58.27	30.45
GROUP 2	$ 57.27	30.45
GROUP 3	$ 56.27	30.45
GROUP 4	$ 53.77	30.45
GROUP 5	$ 52.77	30.45
GROUP 6	$ 51.77	30.45
GROUP 7	$ 50.18	30.45

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:
Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:
Helicopter pilot

GROUP 4:
""A"" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom; straddle carrier

GROUP 5:
Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator,

decontamination and remediation work only; conveyor and tugger hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:
Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:
Oiler; deckhand

IRON0011-001 07/01/2020

MONMOUTH COUNTY; OCEAN COUNTY (north third of county):

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 43.14	46.77
Structural	$ 45.44	46.77

IRON0068-001 07/01/2016

BURLINGTON COUNTY (Township of Lumberton); MERCER COUNTY; OCEAN COUNTY (middle third of county):

	Rates	Fringes
Ironworker	$ 44.55	20.88

Hazardous waste removal work:
Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: $3.00 per hour additional.

IRON0350-001 07/01/2018

ATLANTIC COUNTY; BURLINGTON COUNTY (south and east of a line starting from the point on the Atlantic-Burlington county line where the Atlantic-Burlington county line crosses Route 206; then, following a line northeast through Wharton State Park to the town of Chatsworth; then, continuing along the same line, to the Burlington-Ocean county line); CAPE MAY COUNTY; CUMBERLAND COUNTY (east of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet); OCEAN COUNTY (south third of county):

	Rates	Fringes
Ironworkers:		
HIGHWAY CONSTRUCTION:		
Fence and guardrail	$ 47.98	29.70
Precast and structural	$ 50.20	29.70
Reinforced concrete	$ 49.20	29.70

IRON0399-001 07/01/2018

BURLINGTON COUNTY (north and west of a line starting from the point on the Atlantic-Burlington county line where the

Atlantic-Burlington county line crosses Route 206; then, following a line northeast through Wharton State Park to the town of Chatsworth; then, continuing along the same line, to the Burlington-Ocean county line); CAMDEN COUNTY; CUMBERLAND COUNTY (west of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet); GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Ironworker	$ 49.43	29.70

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* LABO0172-001 03/01/2021

HIGHWAY CONSTRUCTION:

	Rates	Fringes
Laborers:		
Group 1	$ 43.50	32.35
Group 2	$ 44.20	32.35
Group 3	$ 44.45	32.35
Group 4	$ 48.00	32.35

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:
Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Monmouth County); slurry seal laborer (only in Monmouth County); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:
Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Monmouth County); walk-behind saw cutter

GROUP 3:
Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Monmouth County)

GROUP 4:
Blaster

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* LABO0172-003 03/01/2021

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES:

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION:		
ASPHALT WORK:		
GROUP 1	$ 43.50	32.35
GROUP 2	$ 44.20	32.35
GROUP 3	$ 44.45	32.35
GROUP 4	$ 48.00	32.35

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days, consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:
Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:
Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:
Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties)

GROUP 4:
Blaster

PAIN0711-009 05/01/2017

	Rates	Fringes
Painters:		
Work on bridges (all		

bridges that span major
waterways, railroad
bridges, bridges over
canyons, overpasses).....$ 54.13 27.12

PAIN0711-014 05/01/2015

	Rates	Fringes
Painters:		
All other work:		
Brush and roller	$ 37.76	21.50
Spray	$ 38.91	17.19

PLAS0592-028 05/01/2018

ATLANTIC, CAPE MAY, CUMBERLAND AND OCEAN COUNTIES:

	Rates	Fringes
Cement mason	$ 42.09	32.82

PLAS0592-029 05/01/2018

BURLINGTON, MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
Cement mason	$ 42.09	32.82

PLAS0592-031 05/01/2020

CAMDEN, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Cement mason	$ 40.30	37.56

TEAM0331-001 05/01/2020

ATLANTIC COUNTY:

	Rates	Fringes
Truck drivers:		
GROUP 2	$ 39.45	22.535
GROUP 3	$ 39.60	22.535
GROUP 4	$ 39.80	22.535
GROUP 5	$ 39.95	22.535

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

BEREAVEMENT LEAVE:
Any worker having a death in his or her immediate family (parent, spouse, child, brother or sister, mother-in-law or father-in-law) shall be given three days time off with pay at the time of death upon furnishing proof of said death. This provision shall also apply to grandparents, when living with the worker.

DEFINITION OF GROUPS:

GROUP 2:
  Truck driver, dump truck driver, water truck driver,
  transit mix driver, pick-up truck driver, tank truck
  driver, track truck driver, agitator truck driver, concrete
  mobile unit driver, stringer bead truck driver, Ross
  carrier driver, warehouse forklift driver, A-frame truck
  driver, gin pole truck driver, form truck driver, driver
  for truck having self-loading/unloading attachment, vacuum
  truck/trailer driver

GROUP 3:
  Tow truck driver

GROUP 4:
  Trailer truck driver, winch truck driver, off-road dump
  truck driver, fuel truck driver, tractor trailer driver,
  asphalt oil distributor driver, off-road water truck driver

GROUP 5:
  Mechanic

TEAM0469-002 05/01/2020

BURLINGTON COUNTY (east of a line drawn from the New Jersey
Turnpike to the Delaware River); MERCER, MONMOUTH AND OCEAN
COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1	$ 42.85	34.135
Group 2	$ 42.90	34.135
Group 3	$ 43.00	34.135
Group 4	$ 43.10	34.135

Hazardous waste removal work:
  Work on a state or federally designated hazardous waste site,
  where the worker is in direct contact with hazardous
  material, and when personal protective equipment is
  required for respiratory, skin and eye protection: $3.00
  per hour additional.

  Work on a state or federally designated hazardous waste
  site, in a zone requiring Level A personal protection for
  any workers other than the truck driver: $3.00 per hour
  additional.

  Work on a state or federally designated hazardous waste site
  where the worker is not working in a zone requiring Level
  A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
  New Year's Day, President's Day, Decoration Day, Independence
  Day, Labor Day, Presidential Election Day, Veteran's Day,
  Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:
  Workers working or receiving pay for 80 days within a year
  receive one week paid vacation (48 hours); 125 days receive
  two weeks paid vacation (96 hours); 145 days receive 15
  days paid vacation (120 hours); 15 years seniority and 145
  days receive 4 weeks paid vacation (160 hours).

DEFINITION OF GROUPS:

GROUP 1:
  Drivers of the following type vehicles: dump, flat, float,
  pick-up, container hauler, fuel, water sprinkler, road oil,
  stringer bead, hot pass, bus, dumpcrete, transit mixer,
  agitator mixer, half truck, winch truck, side-0-matic,
  dynamite, power, x-ray, welding, skid, jeep, station wagon,
  A-frame, all dual-purpose trucks, truck with mechanical

tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel truck (driver of fuel truck, including handling of unit), skid truck (debris container - entire unit), concrete mobile truck (entire unit), expediter (parts chaser), beltcrete truck, pumpcrete truck, line truck, reel truck, wrecker, utility truck, tank truck; driver of the following type vehicles: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pick-up, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, or similar type vehicles); on-site repair shop; team driver; vacuum or vac-all truck (entire unit)

GROUP 2:
Driver of 3-axle trucks and floats

GROUP 3:
Driver of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring tractor and wagon, dumptor, bottom, rear and side dump, carryall and scraper (not self-loading - loading over the top), water sprinkler, trailer, water pull and similar type of vehicle; driver of tractor and trailer-type vehicles; flat, float, I-beam, low bed, water sprinkler, bituminous transit mix, road oil, fuel bottom dump hopper, rear dump, office shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing pole spread, bituminous distributor, water pull (entire unit) (tractor trailer), reel trailer and similar type of vehicle

GROUP 4:
Winch trailer driver

TEAM0676-001 05/01/2020

BURLINGTON COUNTY (west of a line drawn from the New Jersey Turnpike to the Delaware River); CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Truck drivers:		
GROUP 2	$ 37.75	28.421
GROUP 3	$ 37.90	28.421
GROUP 4	$ 38.10	28.421
GROUP 5	$ 38.25	28.421

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous materials, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where personal protection A, B, C or D is NOT required: $1.00 per hour additional.

SHIFT WORK:
An owner mandated irregular shift staring any time other than between 6:00 am and 8:00 am to receive $1.00 per hour, for each hour worked, in addition to the regular rate of pay.

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day (or the day after Thanksgiving, at the option of the contractor), Thanksgiving Day, the afternoon of the day before Christmas (Dec. 24) provided that the worker works in the morning, and Christmas Day, provided that the worker works or is available for work on at least two days in the

week in which the holiday occurs.

BEREAVEMENT PAY:
In case of a death in the worker's immediate famiy (mother, father, wife, husband, children, brother, sister, current mother-in-law, current father-in-law, grandparents), the worker shall be allowed leave not to exceed three (3) days straight-time pay, provided that he or she shall receive no pay unless the day of death and the burial day falls on a regular work day, and not on days off, holidays, vacation, Saturdays or Sundays.

DEFINITION OF GROUPS:

GROUP 2:
Dump truck driver; water truck driver; transit mix driver; pick-up truck driver; tank truck driver; track truck driver; agitator truck driver; concrete mobile unit driver; stringer bead truck driver; tack rig driver; Ross Carrier driver; warehouse forklift driver; A-frame truck driver; gin pole truck driver; form truck driver; driver for truck having self-loading/unloading attachment; vacuum truck

GROUP 3:
Tow truck driver

GROUP 4:
Trailer truck driver; winch truck driver; off-road dump truck driver; fuel truck driver; tractor trailer driver (any trailer driver); asphalt oil distributor driver; off-road water truck driver; vacuum tractor trailer

GROUP 5:
Mechanic

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Echelon Road Pedestrian Improvements Project
Township of Voorhees
Camden County, NJ
Federal project No. TAP-D00S(376), NJDOT Job No. 5834303
June 2021

APPENDIX F

NEW JERSEY PREVAILING WAGE RATES

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 - CAMDEN

Craft: Air Conditioning & Refrigeration - Service and Repair **PREVAILING WAGE RATE**

	03/03/21
Journeyman (Mechanic)	W41.48 B26.57 T68.05

Craft: Air Conditioning & Refrigeration - Service and Repair **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair **COMMENTS/NOTES**

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

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

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

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

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

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

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

County - CAMDEN

Craft: Boilermaker **PREVAILING WAGE RATE**

	01/01/21
Foreman	W52.51 B45.60 T98.11
General Foreman	W54.51 B46.63 T101.14
Journeyman	W47.51 B43.91 T91.42

Craft: Boilermaker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	37.08	37.99	39.49	39.84	40.78	41.70	42.61			

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**

APPRENTICE RATE SCHEDULE AS OF 1-1-21:

INTERVAL	PERIOD AND RATES						
1000 Hours	65%	70%	75%	80%	85%	90%	95%
Benefits	37.72	38.20	39.20	40.14	41.09	42.03	42.96

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

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

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

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

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

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 - CAMDEN

Craft: Boilermaker - Minor Repairs **PREVAILING WAGE RATE**

	01/01/21
Foreman	W34.62 B17.57 T52.19
General Foreman	W35.25 B17.57 T52.82
Mechanic	W33.25 B17.57 T50.82

Craft: Boilermaker - Minor Repairs **COMMENTS/NOTES**

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

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

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

Craft: Bricklayer, Stone Mason **PREVAILING WAGE RATE**

	05/01/21
Deputy Foreman	W48.20 B33.73 T81.93
Foreman	W51.20 B33.73 T84.93
Journeyman	W45.20 B33.73 T78.93

Craft: Bricklayer, Stone Mason **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.00	5.00	5.50	6.00	22.17	23.66	25.14	26.62		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason **COMMENTS/NOTES**

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

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

OVERTIME:
- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

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

County - CAMDEN

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

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

County - CAMDEN

Craft: Carpenter **PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.67 B34.56 T94.23
Journeyman	W51.89 B30.12 T82.01

Craft: Carpenter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage Rate	for all	intervals	+ $0.55			

Ratio of Apprentices to Journeymen - 1:3

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 6:00 AM and 9:00 AM.

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

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

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

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

County - CAMDEN

Craft: Carpenter - Resilient Flooring **PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.67 B34.47 T94.14
Journeyman	W51.89 B30.03 T81.92

Craft: Carpenter - Resilient Flooring **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage Rate	for all	intervals	+ $0.46			

Ratio of Apprentices to Journeymen - *

* Ratio is 1 apprentice to 2 journeymen. No more than 3 apprentices may be on any 1 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.

FOR SYNTHETIC TURF INSTALLATION ONLY:
- The rate shall be 90% of the wage and benefit rate.

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

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

OVERTIME:
- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

Craft: Cement Mason **PREVAILING WAGE RATE**

See " Bricklayer, Stone Mason" Rates

Craft: Cement Mason **COMMENTS/NOTES**

***See " Bricklayer, Stone Mason" Rates

Craft: Commercial Painter- New Construction **PREVAILING WAGE RATE**

	05/01/21
Foreman	W46.37 B27.61 T73.98
General Foreman	W50.58 B28.10 T78.68
Journeyman	W42.15 B27.11 T69.26

Craft: Commercial Painter- New Construction **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter- New Construction **COMMENTS/NOTES**

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

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

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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County - CAMDEN

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - CAMDEN

Craft: Commercial Painter- Repainting **PREVAILING WAGE RATE**

	05/01/21
Foreman	W33.11 B20.66 T53.77
General Foreman	W36.12 B20.66 T56.78
Journeyman	W30.10 B20.66 T50.76

Craft: Commercial Painter- Repainting **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMMER	CIAL	PAINTER	NEW	CONSTRUC	TION			

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter- Repainting **COMMENTS/NOTES**

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

NOTE: These rates may only be used on jobs where no major alterations (only doing painting and carpeting with nothing else being changed in the commercial building) 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, tanks, or generating stations.

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

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

OVERTIME:
- Hours in excess of 8 per day and 40 per week 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, 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 - CAMDEN

Craft: Diver **PREVAILING WAGE RATE**

	05/07/21
Diver	W52.48 B38.14 T90.62
Tender	W43.73 B38.14 T81.87

Craft: Diver **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefits	27.67	28.48	29.27	30.09						

Ratio of Apprentices to Journeymen - 1:4

Craft: Diver **COMMENTS/NOTES**

OVERTIME:
- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, 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, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor 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 - CAMDEN

Craft: Dockbuilder **PREVAILING WAGE RATE**

	05/07/21
Foreman	W52.48 B38.14 T90.62
Journeyman	W43.73 B38.14 T81.87

Craft: Dockbuilder **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefits	22.82	24.44	26.87	29.27						

Ratio of Apprentices to Journeymen - 1:4

Craft: Dockbuilder **COMMENTS/NOTES**

Creosote Handling:
May 1st to Sept. 30th: + $0.50 above hourly rate
Oct. 1st to April 30th: + $0.25 above hourly rate

Harzardous Material Work:
On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.

OVERTIME:
- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, 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, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor 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 - CAMDEN

Craft: Drywall Finisher **PREVAILING WAGE RATE**

	05/01/21
Foreman	W44.43 B27.68 T72.11
General Foreman	W46.45 B27.68 T74.13
Journeyman	W40.39 B27.68 T68.07

Craft: Drywall Finisher **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	10.75	Intervals	3 to 4 =	13.52	Intervals	5 to 6 =	17.13	

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.

Craft: Electrician **PREVAILING WAGE RATE**

	09/28/20
Asst. General Foreman	W58.78 B51.66 T110.44
Foreman	W54.86 B48.62 T103.48
General Foreman	W63.67 B55.47 T119.14
Journeyman, Cable Splicer	W48.98 B44.04 T93.02
Lead Foreman	W56.33 B49.76 T106.09
Working Foreman, Welder, Crane Operator (all types)	W51.43 B45.94 T97.37

Craft: Electrician **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	14.93	19.16	23.40	27.63	31.87					
Benefits	7.50	8.69	9.90	11.11	12.31					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician **COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:
- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 or more instruments or voice/data lines.
- All camera installations.

Height Work: 40 feet above ground/floor: +10% of the wage and benefit amount.

FOREMAN REQUIREMENTS (number of Electricians on site):
(2 to 10) - a Working Foreman; (11 to 22) - a Foreman; (23 to 44) - a Lead Foreman; (35 to 48) - an Assistant General Foreman; (49 or more) - a General Foreman.

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

County - CAMDEN

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

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 wage 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 wage rate, inclusive of benefits.

OVERTIME:
The first 4 hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and the first 8 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 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, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

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

	01/08/21
Master Technician/Gen. Foreman (31+ Workers on Job)	W49.88 B36.24 T86.12
Senior Technician/Lead Foreman (21-30 Workers on Job)	W45.27 B34.80 T80.07
Technician A/Foreman (11-20 Workers on Job)	W43.14 B34.12 T77.26
Technician B/Working Foreman (4-10 Workers on Job)	W41.88 B32.74 T74.62
Technician C/Journeyman (1-3 Workers on Job)	W37.94 B30.50 T68.44

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

INTERVAL	PERIOD AND RATES									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.45	9.45	10.42	10.42	12.37	12.37	14.72	14.72		

Ratio of Apprentices to Journeymen - 2:3

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

NOTES: These rates are for service, maintenance, moves and/or changes affecting 15 voice/data lines or less. These rates may NOT be used for any new construction or fiber optic work.

FOREMAN REQUIREMENTS:
The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK: Any work performed 40 feet above ground or floor: +10% of the wage and benefit amount.

SHIFT DIFFERENTIAL:
- 2nd Shift (4:30 PM to 12:30 AM) - 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage 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 wage rate, inclusive of benefits.

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.

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

County - CAMDEN

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

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

See "Electrician" Rates

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

See ELECTRICIAN Rates

Craft: Electrician- Outside Commercial **PREVAILING WAGE RATE**

	09/28/20
Assistant General Foreman	W58.78 B51.55 T110.33
Foreman	W54.86 B48.48 T103.34
General Foreman	W63.67 B55.40 T119.07
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W24.49 B24.60 T49.09
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W34.29 B32.32 T66.61
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W41.63 B38.08 T79.71
Groundhand, Truck Driver, Conduit Installer (less than1 year exp.)	W19.59 B1.20 T20.79
Journeyman Lineman	W48.98 B43.86 T92.84
Lead Foreman	W56.33 B49.63 T105.96
Working Foreman	W51.43 B45.78 T97.21

Craft: Electrician- Outside Commercial **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.30	10.92	11.52	12.15	12.76	13.38	14.00			

Craft: Electrician- Outside Commercial **COMMENTS/NOTES**

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):
(1 to10)- one Working Foreman.
(11 to 20)- one Working Foreman and one Foreman.
(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.
(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.
(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.
(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman
(runs one foreman).
(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman
(runs two foremen).
(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.
(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.
(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

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

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 wage 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 wage rate, inclusive of benefits.

OVERTIME:
All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - CAMDEN

Craft: Electrician-Utility Work (North) **PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North) **APPRENTICE RATE SCHEDULE**

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

Craft: Electrician-Utility Work (North) **COMMENTS/NOTES**

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

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

County - CAMDEN

Craft: Electrician-Utility Work (South) **PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South) **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	29.70	32.18	34.65	37.13	39.60	42.08	44.55			
Benefits	26.19	27.65	29.10	30.58	32.04	33.51	34.95			

Craft: Electrician-Utility Work (South) **COMMENTS/NOTES**

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

County - CAMDEN

Craft: Elevator Constructor **PREVAILING WAGE RATE**

	01/01/21
Helper-Over 5 Years	W43.00 B39.80 T82.80
Helper-Under 5 Years	W43.00 B38.94 T81.94
Mechanic (Journeyman) over 5 years	W61.43 B41.27 T102.70
Mechanic (Journeyman) under 5 years	W61.43 B40.04 T101.47
Mechanic in Charge (Foreman) over 5 years	W69.11 B41.88 T110.99
Mechanic in Charge (Foreman) under 5 years	W69.11 B40.50 T109.61
Probationary Helper (1st 6 months)	W30.72 B38.20 T68.92

Craft: Elevator Constructor **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyman	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

* Total number of helpers and apprentices shall not exceed the number of mechanics on the job , except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed, under the direction of a mechanic in wrecking old plants, handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

Craft: Elevator Constructor **COMMENTS/NOTES**

SHIFT DIFFERENTIALS:
- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

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

Craft: Glazier **PREVAILING WAGE RATE**

	06/04/21
Foreman	W49.67 B34.38 T84.05
Journeyman	W45.67 B34.38 T80.05

Craft: Glazier **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.00	22.00	28.50	36.00						
Benefits	18.50	20.34	21.78	23.72						

Ratio of Apprentices to Journeymen - 1:3

Craft: Glazier **COMMENTS/NOTES**

HIGH WORK (30 feet above ground /floor or using a swing stage): +$1.00/hr

FOREMAN REQUIREMENT:
- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

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

SHIFT DIFFERENTIALS:
- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

OVERTIME:
- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.
- Benefits on overtime hours are as follows:
  Time and one-half = $42.32/hr.
  Double time = $50.26/hr.

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

Craft: Heat & Frost Insulator **PREVAILING WAGE RATE**

	05/01/21
Foreman (11-20 workers)	W59.79 B39.95 T99.74
Foreman (1-5 workers)	W57.07 B39.95 T97.02
Foreman (21-49 workers)	W62.50 B39.95 T102.45
Foreman (50+ workers)	W65.22 B39.95 T105.17
Foreman (6-10 workers)	W58.15 B39.95 T98.10
Journeyman	W54.35 B39.95 T94.30

Craft: Heat & Frost Insulator **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%
Benefits	29.21	29.21	Intervals	3 to 10 =	33.46					

Ratio of Apprentices to Journeymen - 1:4

Craft: Heat & Frost Insulator **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

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

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

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

County - CAMDEN

OVERTIME:
- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays 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.
- 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, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

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

County - CAMDEN

Craft: Heat & Frost Insulator - Asbestos Worker **PREVAILING WAGE RATE**

	05/01/21
Material Handler - 1st Level	W30.61 B22.79 T53.40
Material Handler - 2nd Level	W44.20 B22.79 T66.99
Mechanic (Journeyman)	W54.35 B39.95 T94.30

Craft: Heat & Frost Insulator - Asbestos Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

Craft: Heat & Frost Insulator - Asbestos Worker **COMMENTS/NOTES**

NOTE: These rates apply ONLY to the REMOVAL of insulation containing asbestos from mechanical systems, including containment erection and demolition, and the placing of material in appropriate containers.

JOB TITLES:
- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler - 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler - 1st Level: up to 3,000 hours of asbestos removal experience

RATIOS:
- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

SHIFT DIFFERENTIALS:
- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus $0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus $0.50 per hour.

OVERTIME:
- Hours in excess of 40 per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits.
- All hours on Sundays and holidays (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, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

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

County - CAMDEN

Craft: Industrial Painter- Bridges **PREVAILING WAGE RATE**

	02/11/21
Foreman	W62.18 B31.62 T93.80
General Foreman	W64.18 B31.62 T95.80
Journeyman	W57.18 B31.62 T88.80

Craft: Industrial Painter- Bridges **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%						
Benefits	14.27	14.50	17.73	17.96						

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Bridges **COMMENTS/NOTES**

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

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.

Craft: Industrial Painter- Structural Steel **PREVAILING WAGE RATE**

	02/11/21
Foreman	W50.92 B29.27 T80.19
General Foreman	W52.92 B29.27 T82.19
Journeyman	W45.92 B29.27 T75.19

Craft: Industrial Painter- Structural Steel **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Structural Steel **COMMENTS/NOTES**

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

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

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

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

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

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

County - CAMDEN

Craft: Industrial Painter- Water Tanks **PREVAILING WAGE RATE**

	02/11/21
Foreman	W51.97 B28.92 T80.89
General Foreman	W53.97 B28.92 T82.89
Journeyman	W46.97 B28.92 T75.89

Craft: Industrial Painter- Water Tanks **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	11.77	14.50	17.96							

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Water Tanks **COMMENTS/NOTES**

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

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

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

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

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

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

County - CAMDEN

Craft: Industrial Painter-Containment **PREVAILING WAGE RATE**

	02/11/21
Journeyman	W38.23 B28.67 T66.90

Craft: Industrial 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 tanks.

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.

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, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Craft: Ironworker **PREVAILING WAGE RATE**

	04/05/21
Foreman- Fence and Guardrail	W43.27 B41.07 T84.34
Foreman-Rod/Mesh	W45.62 B42.04 T87.66
Foreman-Structural	W46.72 B42.04 T88.76
Journeyman- Fence and Guardrail	W39.54 B41.07 T80.61
Journeyman-Rod/Mesh	W40.82 B42.04 T82.86
Journeyman-Structural	W41.82 B42.04 T83.86

Craft: Ironworker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	75%	85%							

Ratio of Apprentices to Journeymen - *

* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

Craft: Ironworker **COMMENTS/NOTES**

Note: For work on hazardous waste sites, workers shall receive an additional $3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

SHIFT DIFFERENTIALS:
- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

OVERTIME:
- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

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

County - CAMDEN

- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.
- Benefits on overtime hours shall be paid at the following rates:
  When wages are time and one-half, benefits = $50.31.
  When wages are double, benefits = $58.58.

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

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

County - CAMDEN

Craft: Laborer - Asbestos & Hazardous Waste Removal **PREVAILING WAGE RATE**

	10/20/20
Journeyman (Handler)	W32.98 B23.66 T56.64

Craft: Laborer - Asbestos & Hazardous Waste Removal **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.79	23.09	26.38	29.68						
Benefits	21.51	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 one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal **COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

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

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

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

County - CAMDEN

Craft: Laborer - Building **PREVAILING WAGE RATE**

	05/07/21
Class A Journeyman	W35.25 B30.62 T65.87
Class B Journeyman	W34.50 B30.62 T65.12
Class C Journeyman	W29.33 B30.62 T59.95
Foreman	W39.66 B30.62 T70.28
General Foreman	W44.06 B30.62 T74.68

Craft: Laborer - Building **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%						
Benefit	27.37	27.37	27.37	27.37						

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 one (1) apprentice for each additional three (3) journeymen.

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

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.
CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.
CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

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

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

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

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

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

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

County - CAMDEN

Craft: Laborer - Heavy & General **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	22.48	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.

Craft: Laborer-Residential and Modular Construction **PREVAILING WAGE RATE**

	04/01/20
* Skilled Tradesman (only applies to Modular Construction)	W26.55 B5.45 T32.00
Foreman (person directing crew, regardless of his skill classification)	W30.55 B5.45 T36.00
Laborer	W22.55 B5.45 T28.00
Laborer (for single family and stand-alone duplex owned by single owner)	W17.05 B2.95 T20.00

Craft: Laborer-Residential and Modular Construction **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction **COMMENTS/NOTES**

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

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

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

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

County - CAMDEN

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

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

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

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

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

County - CAMDEN

Craft: Millwright **PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.87 B35.32 T95.19
Journeyman	W52.06 B30.79 T82.85

Craft: Millwright **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ $.60		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright **COMMENTS/NOTES**

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

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

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

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

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

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

County - CAMDEN

Craft: Operating Engineer **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer **COMMENTS/NOTES**

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

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

County - CAMDEN

Craft: Operating Engineer - Field Engineer **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer **COMMENTS/NOTES**

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

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

County - CAMDEN

Craft: Painter - Line Striping **PREVAILING WAGE RATE**

	12/10/20
Apprentice (1st year)	W27.50 B12.15 T39.65
Apprentice (2nd year)	W31.50 B23.10 T54.60
Foreman (Charge Person)	W40.15 B23.88 T64.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W35.38 B23.88 T59.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W39.15 B23.88 T63.03

Craft: Painter - Line Striping **COMMENTS/NOTES**

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

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

Craft: Paperhanger **PREVAILING WAGE RATE**

	05/01/21
Foreman	W47.34 B27.22 T74.56
Journeyman	W43.04 B27.22 T70.26

Craft: Paperhanger **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMMER	CIAL	PAINTER	NEW	CONSTR	UCTION			

Craft: Paperhanger **COMMENTS/NOTES**

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

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

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

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

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

Craft: Pipefitter **PREVAILING WAGE RATE**

See "Plumber" Rates

Craft: Pipefitter **COMMENTS/NOTES**

*** See PLUMBER Rates***

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

County - CAMDEN

Craft: Plasterer **PREVAILING WAGE RATE**

See "Cement Mason" Rates

Craft: Plasterer **COMMENTS/NOTES**

See CEMENT MASON Rates

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

County - CAMDEN

Craft: Plumber **PREVAILING WAGE RATE**

	05/28/21
Foreman	W51.39 B48.39 T99.78
Journeyman	W46.72 B48.39 T95.11

Craft: Plumber **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	30.05	31.40	34.09	35.42	36.76	38.10	39.46	40.79	42.14	43.47

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

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

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- 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.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

OVERTIME:
The first 4 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 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, 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, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

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

County - CAMDEN

Craft: Roofer **PREVAILING WAGE RATE**

	05/12/20
Foreman (5 workers or less)	W41.50 B32.30 T73.80
Foreman (6 workers or more)	W42.00 B32.30 T74.30
Journeyman	W39.50 B32.30 T71.80

Craft: Roofer **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	20.54	21.73	23.70	29.63						

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer **COMMENTS/NOTES**

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional $.50 per hour.

FOREMAN REQUIREMENTS:
- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 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 wage rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor 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 - CAMDEN

Craft: Roofer - Shingle, Slate & Tile **PREVAILING WAGE RATE**

	05/12/20
Foreman (3 workers or less)	W29.75 B21.25 T51.00
Foreman (4 workers or more)	W30.50 B21.25 T51.75
Helper	W14.75 B21.25 T36.00
Journeyman (shingle work)	W29.50 B21.25 T50.75

Craft: Roofer - Shingle, Slate & Tile **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%							

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer - Shingle, Slate & Tile **COMMENTS/NOTES**

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional $3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

FOREMAN REQUIREMENTS:
- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

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

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor 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 - CAMDEN

Craft: Sheet Metal Sign Installation **PREVAILING WAGE RATE**

	07/24/20
Foreman	W30.52 B23.37 T53.89
Journeyman	W28.52 B23.37 T51.89

Craft: Sheet Metal Sign Installation **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	22.86	22.90	22.95	22.99	23.03	23.07	23.11	23.16	23.20	23.28

Ratio of Apprentices to Journeymen - 1:2

Craft: Sheet Metal Sign Installation **COMMENTS/NOTES**

HAZARDOUS DUTY:
Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + $5.00 per hour.

FOREMAN REQUIREMENTS:
When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

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

OVERTIME:
Hours in excess of 8 per day, or outside the regular workday, 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 time and one-half the regular rate.

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

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

County - CAMDEN

Craft: Sheet Metal Worker **PREVAILING WAGE RATE**

	05/05/21
Foreman	W57.61 B45.94 T103.55
General Foreman	W61.38 B45.94 T107.32
Journeyman	W53.84 B45.94 T99.78

Craft: Sheet Metal Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	60%	65%	70%	75%	85%		
Benefits	24.90	24.90	28.24	28.77	28.77	28.77	28.77	28.77		

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- When there are 1 to 10 Sheet Metal Workers on a job, 1 must be designated a foreman.
- When there are 11 to 20 Sheet Metal Workers on a job, 1 must be designated a foreman, and 1 must be designated a general foreman.
- When there are 21 or more Sheet Metal Workers on a job, 2 must be designated foremen, and 1 must be designated a general foreman.

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

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- 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.
- The rate of pay for all shift work shall be an additional 15% of the regular rate, per hour, 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, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - CAMDEN

Craft: Sprinkler Fitter **PREVAILING WAGE RATE**

	05/01/21
Foreman	W64.58 B30.34 T94.92
Journeyman	W60.83 B30.34 T91.17

Craft: Sprinkler Fitter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	18.25	18.25	21.29	24.33	27.37	33.46	39.54	42.58	45.62	48.66
Benefits	12.09	12.09	15.09	22.09	22.59	23.09	23.09	23.59	24.09	25.09

Ratio of Apprentices to Journeymen - 1:4

Craft: Sprinkler Fitter **COMMENTS/NOTES**

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

SHIFT DIFFERENTIALS:
- Second and third shifts shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:
- Hours outside of the regular workday, and the first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 on Saturdays, and 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 Friday, between 7:00 AM and 6:30 PM. The first 2 hours in excess of 10 per day (11th and 12th hours), the first 10 hours on the fifth day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 12 per day, Monday through Friday, and 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, the day after Thanksgiving, Christmas Day. Sunday holidays will be observed the following Monday.

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

County - CAMDEN

Craft: Tile Worker **PREVAILING WAGE RATE**

	12/07/20
Finisher	W41.80 B27.97 T69.77
Setter	W48.61 B33.54 T82.15

Craft: Tile Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker **COMMENTS/NOTES**

NOTE: These rates also apply to Terrazzo and Marble work.

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 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, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays shall be observed the following Monday.

Craft: Truck Driver **PREVAILING WAGE RATE**

	05/05/20
Bucket, Tack Spreader trucks	W37.75 B28.42 T66.17
Conrete mobile unit; Seeding/Fertilizing/ Mulching truck	W37.75 B28.42 T66.17
Dump, Water, Form, Vacuum or Vac-All, Pick-up trucks	W37.75 B28.42 T66.17
Helper on Straight 3-axle truck; Mechanic's helper	W37.55 B28.42 T65.97
Large, off-road Dump or Water truck, Transit Mix Driver	W38.10 B28.42 T66.52
Mechanics	W38.25 B28.42 T66.67
Shop Steward	W39.10 B28.42 T67.52
Straight 3-axle truck	W37.75 B28.42 T66.17
Tow truck	W37.90 B28.42 T66.32
Tractor-Trailer (any), Fuel, Winch, Asphalt Oil Distributor trucks	W38.10 B28.42 T66.52

Craft: Truck Driver **COMMENTS/NOTES**

HAZARDOUS WASTE WORK:
- 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: + $3.00 per hour.
- All other designated hazardous waste sites: + $1.00 per hour.

SHIFT DIFFERENTIALS:

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

County - CAMDEN

- Second and Third shifts shall receive an additional $1.50 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 hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up 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, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

Craft: Truck Driver-Material Delivery Driver **PREVAILING WAGE RATE**

	05/05/20
Driver	W32.35 B28.42 T60.77

Craft: Truck Driver-Material Delivery Driver **COMMENTS/NOTES**

These rates apply to delivery of materials TO a jobsite.

SHIFT DIFFERENTIALS:
- Second and Third shifts shall receive an additional $1.50 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 hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up 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, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

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

County - CAMDEN

Craft: Welder **PREVAILING WAGE RATE**

Welder

Craft: Welder **COMMENTS/NOTES**

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

STATEWIDE RATES

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:
- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

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

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

CLASSIFICATIONS:

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

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

Autograde Curecrete Machine (CMI & similar types)

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

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

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

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

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

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

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

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

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

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System - Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.56	34.50	90.06	92.36	94.61

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

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

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

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

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

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

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

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.64	34.50	91.14	93.44	95.69

CLASSIFICATIONS:

Helicoptor Pilot/Engineer

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
61.32	34.50	95.82	98.12	100.37

CLASSIFICATIONS:

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

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
60.32	34.50	94.82	97.12	99.37

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.82	34.50	91.32	93.62	95.87

CLASSIFICATIONS:

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

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
59.32	34.50	93.82	96.12	98.37

CLASSIFICATIONS:

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

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.82	34.50	90.32	92.62	94.87

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:
- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

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

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.45	34.50	92.95	95.25	97.50

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.39	34.50	88.89	91.19	93.44

CLASSIFICATIONS:

A-Frame

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

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.73	34.50	86.23	88.53	90.78

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
50.20	34.50	84.70	87.00	89.25

CLASSIFICATIONS:

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
48.44	34.50	82.94	85.24	87.49

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.01	34.50	90.51	92.81	95.06

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.15	34.50	89.65	91.95	94.20

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
63.34	34.50	97.84	100.14	102.39

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
61.68	34.50	96.18	98.48	100.73

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. abovr ground), Derricks (all derricks. land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
57.18	34.50	91.68	93.98	96.23

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

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

SHIFT DIFFERENTIALS:
- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

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

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

CLASSIFICATIONS:

Driller's Helper

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

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

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

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

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

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

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

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Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.25	33.23	79.48	80.78	83.53	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.95	33.23	79.18	80.48	83.23	85.73

CLASSIFICATIONS:

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

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.45	33.23	78.68	79.98	82.73	85.23

CLASSIFICATIONS:

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
47.95	33.23	81.18	82.48	85.23	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.90	33.23	78.13	79.43	82.18	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.55	33.23	77.78	79.08	81.83	84.33

CLASSIFICATIONS:

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

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.40	33.23	77.63	78.93	81.68	84.18

CLASSIFICATIONS:

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

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

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	78.53	81.28	83.78

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
53.57	34.50	88.07	90.37	92.62

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
47.33	34.50	81.83	83.53	85.78

CLASSIFICATIONS:

Driller's Helper

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

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.
Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.
OVERTIME:
Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/01/2020		
Rate	Fringe	Total
41.42	15.29	56.71

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2020		
Rate	Fringe	Total
35.82	14.84	50.66

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2020		
Rate	Fringe	Total
33.72	14.67	48.39

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/01/2020

Rate	Fringe	Total
32.80	14.30	47.10

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2020

Rate	Fringe	Total
31.74	14.21	45.95

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2020

Rate	Fringe	Total
26.37	13.48	39.85

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2020

Rate	Fringe	Total
36.91	14.93	51.84

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

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

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

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

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

Effective Dates:

	03/01/2017
Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

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

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

	03/19/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	03/19/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.30	33.23	77.53	78.83	81.58	84.08

CLASSIFICATIONS:

Head Raker

Effective Dates:

	03/19/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

Screedman

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

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.90	33.23	77.13	78.43	81.18	83.68

CLASSIFICATIONS:

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

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	78.53	81.28	83.78

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.15	33.23	77.38	78.68	81.43	83.93

CLASSIFICATIONS:

Raker, Luteman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

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

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

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

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

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

A newly hired Helper with no experience in the industry shall be paid as follows:
1st year on the job - 70% of Helper wage rate
2nd year on the job - 80% of Helper wage rate
3rd year on the job - 90% of Helper wage rate
All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
32.92	29.50	62.42	64.17	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
41.74	29.50	71.24	73.24	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
47.78	29.50	77.28	79.28	81.28

CLASSIFICATIONS:

Foreman

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

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

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

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

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

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

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

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

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

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

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

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

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

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

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

CLASSIFICATIONS:

"A" Rate:
blaster
Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman
Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	81.28	85.03	88.53

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

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

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

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

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

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

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

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

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

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

CLASSIFICATIONS:

blaster

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

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

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	81.28	85.03	88.53

CLASSIFICATIONS:

general foreman

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

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

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

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

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

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

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

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

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

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

Effective Dates:

06/15/2021		
Rate	Fringe	Total
54.64	33.55	88.19

CLASSIFICATIONS:

Pipeline Journeyman Welder

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

Effective Dates:

	06/15/2021	
Rate	Fringe	Total
54.64	33.55	88.19

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

	06/15/2021	
Rate	Fringe	Total
33.84	23.17	57.01

CLASSIFICATIONS:

Pipeline Helper

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

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

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

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

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

Effective Dates:

	11/02/2020		11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

	11/02/2020		11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

	11/02/2020		11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
39.46	19.88	59.34	61.01	62.68

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)
(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).
These rates apply to work contracted for by the following utility companies:
Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.
These rates do not apply to work on substations or switching stations.
For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.
3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
Four 10-hour days may worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:
New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

11/29/2020

Rate	Fringe	Total
57.30	39.54	96.84

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

11/29/2020

Rate	Fringe	Total
54.06	37.30	91.36

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

11/29/2020

Rate	Fringe	Total
54.06	37.30	91.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
53.52	36.92	90.44

CLASSIFICATIONS:

Transit Man

Effective Dates:

11/29/2020

Rate	Fringe	Total
51.90	35.80	87.70

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
45.41	31.32	76.73

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

11/29/2020

Rate	Fringe	Total
67.57	46.62	114.19

CLASSIFICATIONS:

General Foreman

Effective Dates:

11/29/2020

Rate	Fringe	Total
62.17	42.88	105.05

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

11/29/2020

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Line Foreman

Effective Dates:

11/29/2020

Rate	Fringe	Total
43.79	30.20	73.99

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.63	28.71	70.34

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.63	28.71	70.34

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.08	28.35	69.43

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.08	28.35	69.43

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

11/29/2020

Rate	Fringe	Total
35.14	24.24	59.38

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
32.44	22.36	54.80

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
53.52	36.92	90.44

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)
(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).
These rates apply to work contracted for by the following utility company:
Atlantic City Electric.
These rates do not apply to work on substations or switching stations.
For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
When two (2) or three (3) shifts are worked the following shall apply:
1st shift (between the hours of 8:00 AM and 4:30 PM)
2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:
New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:
There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.
A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.
There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2020

Rate	Fringe	Total
63.56	51.00	114.56

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2020

Rate	Fringe	Total
56.43	46.88	103.31

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2020

Rate	Fringe	Total
53.46	45.13	98.59

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2020

Rate	Fringe	Total
39.60	36.94	76.54

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2020

Rate	Fringe	Total
34.65	34.00	68.65

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2020

Rate	Fringe	Total
32.18	32.55	64.73

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2020

Rate	Fringe	Total
29.70	31.09	60.79

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2020

Rate	Fringe	Total
27.23	29.62	56.85

CLASSIFICATIONS:

Groundman 1st Year

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2020

Rate	Fringe	Total
21.78	26.40	48.18

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY

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

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

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

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

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

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
69.38	33.23	102.61	104.31	107.86	111.19

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.93	33.23	102.16	103.86	107.41	110.74

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.18	33.23	101.41	103.11	106.66	109.99

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
71.93	33.23	105.16	106.86	110.41	113.74

CLASSIFICATIONS:

Blaster

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
67.35	33.23	100.58	102.28	105.83	109.16

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.83	33.23	100.06	101.76	105.31	108.64

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.60	33.23	99.83	101.53	105.08	108.41

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.00	33.23	99.23	100.93	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

Echelon Road Pedestrian Improvements Project
Township of Voorhees
Camden County, NJ
Federal project No. TAP-D00S(376), NJDOT Job No. 5834303
June 2021

APPENDIX G

DEBARMENT LIST

State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

January 17, 2020

LISTED CONTRACTORS AND SUBCONTRACTORS

PURSUANT TO N.J.S.A 34:11-56.37 AND 34:11-56.38 OF THE PREVAILING WAGE ACT

NO PUBLIC WORKS CONTRACT MAY BE AWARDED TO ANY OF THE FOLLOWING CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IN WHICH THEY HAVE AN INTEREST UNTIL THE EXPIRATION DATE GIVEN.

CONTRACTORS AND SUBCONTRACTORS	ADDRESS	EXPIRATION DATE
A P Roofing & Siding, LLC **A. Perin Roofing & Siding, LLC**	**259 Main Street, Chester, NJ 07930**	**12/20/2020**
Adelino Perin, President	12 Valley Place, Chester, NJ 07930	
Ackerson Contracting Inc.	**182 Van Dyke Road, Hopewell, NJ 08525**	**03/05/2020**
Denise Ackerson, President	182 Van Dyke Road, Hopewell, NJ 08525	
All American Demolition & Dismantling, LLC **All Merican Demolition & Dismantling LLC**	**9 Silver Spring Court, East Hanover, NJ 07936-2529**	**08/05/2021**
Theodore Fiore Jr, Owner	9 Silver Spring Court, East Hanover, NJ 07936-2529	
Alvarez Painting, LLC	**907 Madison Ave., Apt 1L, Elizabeth, NJ 07201**	**08/20/2021**
Elvin Alvarez, Owner	907 Madison Avenue, Elizabeth, NJ 07201	
ANV Transport	**1546 Wooded Acres Drive, Stroudsburg, PA 18360**	**12/18/2021**
Adam Fernando, Owner	1546 Wooded Acres Drive, Stroudburg, PA 18360	
Aracon Mechanical LLC	**136 Ocean Ave, Monmouth Beach, NJ 07750-0775**	**09/18/2020**
Alexander Arcadia, Principal	136 Ocean Avenue, Monmouth Beach, NJ 07750-0775	
Aventus Construction Inc.	**210 River Street Suite 21, Hackensack, NJ 07601**	**07/28/2022**
Danko Tomasevic, Vice-President	24 Albert Street, Garfield, NJ 07026-2130	
Stanislav Tolstunov, President	185 Prospect Avenue,, Unit 51, Hackensack, NJ 07601	
Polina Tolstunov, President	20 Ave. at Port Imperial, West New York, NY 07093	
Barbos HVAC, LLC	**3 - C Brynwood Gardens, Apt 18, Old Bridge, NJ 08857**	**08/01/2021**
Ihor Shcherbii, Owner	3-C Brynwood gardens, Apt 18, Old Bridge, NJ 08857	
Beach Coast Builders LLC **TJN Development LLC**	**698 Northstream Dr., Toms River, NJ 08753**	**02/24/2022**
Timothy J. Noon, Owner	698 Northstream Drive, Toms River, NJ 08753	
BRASUSA CONSTRUCTION INC	**3 Laila Ct, Monroe, NJ 08831-0883**	**04/17/2022**
Fabricio Queiroz, President	3 Laila Ct, Monroe, NJ 08831-0883	
Helayne Queiroz, Vice-President	3 Laila Ct, Monroe, NJ 08831-0883	
Bravo General Contractors Inc	**72 Charlotte Drive, Churchville, PA 18966**	**11/20/2020**
John Hunsecker, Vice-President	72 Charlotte Drive, Churchville, PA 18966	

CONTRACTORS AND SUBCONTRACTORS	ADDRESS	EXPIRATION DATE
Brian Parker, LLC	**115 Ardmore Avenue, Haddonfield, NJ 08033**	**08/06/2020**
Brian Parker, Owner	115 Ardmore Avenue, Haddonfield, NJ 08033	
Brickhouse Construction Inc **BRICKHOUSE CONSTRUCTION INC**	**21 Pine Street, Suite 115, Rockaway, NJ 07866-0786**	**09/11/2022**
Sonia Burke, President	3 Brandywine Court, Randolph, NJ 07869-0786	
C C & C General Contractors	**568 William St, East Orange, NJ 07017**	**02/19/2022**
Claudy Antoine, Owner	568 William St., East Orange, NJ 07017	
C&N Interiors, LLC	**33 Edgewood Road, Boyertown, PA 19512**	**04/08/2022**
Amber Laudenslager, Managing Member	33 Edgewood Road, Boyertown, PA 19512	
CBC Enterprises LLC	**424 Commerce Lane, West Berlin, NJ 08091**	**03/05/2021**
Leo Baiocco, President	2383 Atco Avenue, Atco, NJ 08004	
CK Petrasso Fabrication & Services Inc	**1337 W Bensalem Ave, Bensalem, PA 19020**	**12/02/2022**
Colleen Bolleen, Owner / Officer	1337 W. Bensalem Ave, Bensalem, PA 19020	
Paul Petrasso, Vice-President	1337 W. bensalem Ave, Bensalem, PA 19020	
Cleworth & Son, Inc.	**3150 Highway 27, Kendall Park, NJ 08824**	**07/22/2021**
Dorothy Cleworth, President	3150 Highway 27, Kendall Park, NJ 08824	
Ernest Cleworth, Vice-President	5 Burnham Court, Kendall Park, NJ 08824	
Clifford Pool Tile & Coping LLC	**84 Tecumseh Trail, Medford Lakes, NJ 08055**	**08/16/2020**
Clifford Alphonso, Owner	84 Tecumseh Trail, Medford Lakes, NJ 08055	
Complete Wall Specialties Inc.	**P.O. Box 36, Williams Bay, WI 53191**	**04/24/2022**
Darryl Wooley, Owner	4703 Pebble Drive, Elkhorn, WI 53191	
CT GENERAL CONTRACTORS LLC	**216 Jeremiah Ave, Hamilton, NJ 08610**	**07/01/2022**
Hector Tigreros, Owner	216 Jeremiah Ave, Hamilton, NJ 08610	
Dan Seeman	**1363 North Winchester Dr., Greenfield, IN 46140**	**03/26/2021**
Dan Seeman, Owner	1363 North Winchester Dr., Greenfield, IN 46140	
Dan's Tile and Marble LLC **Dan's Tile and Marble LLC**	**336 McClellaand Ave, Glassboro, NJ 08028**	**06/10/2021**
Dan Jarrell, Owner / Officer	336 McClelland Ave, Glassboro, NJ 08028	
Dawkins Plumbing & Construction LLC.	**1057 Haddon Ave, Camden, NJ 08103**	**01/01/2021**
Michael Dawkins, Manager	1057 Haddon Avenue, Camden, NJ 08103	
DCI Signs & Awnings **DCI Signs & Awnings LLC**	**110 Riverside Avenue, Newark, NJ 07104-0710**	**04/10/2020**
Danny Castillo, President	645 Bancroft Road, Brick, NJ 08724	
DiClemente Contractors, Inc. **DiClemente Contractors, Inc.**	**1515 10th Street, Fort Lee, NJ 07024**	**12/27/2020**
Gail Maiello, President	1515 10th Street, Fort Lee, NJ 07024	
Discovery Floor Covering LLC	**658 Pennsylvania Ave.,, Apt. 4, Elizabeth, NJ 07201**	**02/05/2021**
Segundo Gallegos, Owner	528 Linden Ave, Suite 2, Elizabeth, NJ 07202	
Arianna Rengito Miranda, Owner	658 Pennsylvania Ave, Apt 4, Elizabeth, NJ 07201	
Dobtol Construction, L.L.C. **Dobtol Construction, L.L.C.**	**210 River Street, Ste 21, Hackensack, NJ 07601**	**07/28/2022**
Stanislav Tolstunov, President	20th Avenue, at Port Imperial, West New York, NJ 07093	
Duke Electric LLC **Duke Electric LLC**	**600 Rt 33 West, Millstone, NJ 08535**	**05/02/2021**
Craig Dutka, Member	17 Old Church Road, Monroe Township, NJ 08831-0883	
Eileen Dutka, Member	17 Old Church Road, Monroe Township, NJ 08831-0883	
EDM Contracting, Inc	**270 Crescent Place, Yonkers, NY 10704**	**10/01/2020**
John Makris, Jr., President	270 Crescent Place, Yonkers, NY 10704	

CONTRACTORS AND SUBCONTRACTORS	ADDRESS	EXPIRATION DATE
EDP Painting Company	**7 Wilson Avenue West, East Hanover, NJ 07936**	**03/26/2021**
Edward Del Priore, Principal	7 Wilson Avenue West, East Hanover, NJ 07936	
Efficient Electric LLC **Efficient Electric LLC**	**c/o Malachi Velez, 6 Hampton Court, Jersey City, NJ 07302**	**02/05/2021**
Malachi Velez, Member	6 Hampton Court, Jersey City, NJ 07302	
Elite Demolition, LLC	**120 Springbrook Trail, Sparta, NJ 07871**	**04/10/2020**
Stephen DiFilippi, Owner	120 Springbrook Trail, Sparta, NJ 07871	
Emjack Construction	**84 Diamond St, Brooklyn, NY 11222**	**07/25/2022**
Jaroslaw Suchcicki, Vice-President	272 Nassau avenue, Brooklyn, NY 11222	
Emil Kiszko, President	4192 Sir Andrew Circle, Doylestown, PA 18902	
Empire Construction	**560 Mountain Ave, North Caldwell, NJ 07006**	**09/06/2020**
Louis Malfitano, Owner	560 Mountain Ave, North Caldwell, NJ 07006	
Excellent Fence	**35 Center Avenue, Leonardo, NJ 07737**	**02/28/2022**
Matt Periera, President	35 Center Avenue, Leonardo, NJ 07737	
Fine Wall Corporation **Fine Wall Corporation**	**1404 Oak Tree Road, Suite 204, Iselin, NJ 08830**	**02/28/2022**
Mrudula Shah, President	10 Boxwood Court, Edison, NJ 08820	
Umakant N. Shah, Vice-President	10 Boxwood Court, Edison, NJ 08820	
Ronak Shah, Member	10 Boxwood Court, Edison, NJ 08820	
GKR Construction Corp	**471 Beach Rd., Staten Island, NY 10312**	**02/28/2022**
Richard Brown, Owner	471 Beach Road, Staten Island, NY 10312	
GSS Industries, LLC	**P.O Box 625, Farmingdale, NJ 07727**	**09/23/2021**
Gary Smith, President	1001 Cedar Lane, Brielle, NJ 08730	
Hernandez Drywall Construction, Inc.	**421 N. Warrick Road, Magnolia, NJ 08049**	**09/24/2020**
Oscar Hernandez, President	421 N. warrick Road, Magnolia, NJ 08049	
High Mountain Construction, Inc.	**296 Oakwood Avenue, North Haledon, NJ 07508**	**04/09/2020**
Infinity Flooring **Infinity Performance Inc.**	**7002 N. Park Ave., Indianapolis, IN 46220**	**01/08/2021**
George Atkinson, President	6735 N. Meridian St., Indianapolis, IN 46260	
International Cabling Systems	**2571 Arthur Kill Road, Staten Island, NY 10309**	**05/15/2022**
Anthony Nunez, Owner	363 Abingdon Avenue, Staten Island, NY 10308	
Nercido Nunez, President	4394 Victory Blvd, Staten Island, NY 10314	
JAJ Construction LLC	**3 Little John Road, Morris Plains, NJ 07950**	**03/07/2022**
Stuart Erling, Vice-President	3 Little John Road, Morris Plains, NJ 07950	
Andrew Erling, Manager	1017 Jefferson Street, Apt. 302, Hoboken, NJ 07030	
Jamali Developers, LLC	**238 Fresh Ponds Road, Suite 100, Monroe, NJ 08816**	**03/26/2020**
Hussain Burhanpurwala, Member	553 Marc Drive, North Brunswick, NJ 08902	
JB Contracting, Inc.	**12 Commodore Drive, Lake Hopatcong, NJ 07849**	**05/17/2020**
Stanley Kapusta, President	12 Commodore Drive, Lake Hopatcong, NJ 07849	
William Allan Crayne, Partner	178 Espanong Road, Lake Hopatcong, NJ 07849	
Jersey Heavy Drywall	**107 Jefferson Street, Passaic, NJ 07055**	**07/04/2020**
Ruben Gonzalez, Owner	107 Jefferson Street, Passaic, NJ 07055	
Jesus Aparicio-Santos, LLC	**26 Sunset Street, South River, NJ 08882**	**05/14/2020**
Jesus Aparicio-Santos, Owner	26 Sunset Street, South River, NJ 08882	
John Jackson Masonry & Construction	**1133 W. America Rd., Camden, NJ 08104**	**09/03/2021**
John Jackson, CEO	1771 Norris St., Camden, NJ 08101	

CONTRACTORS AND SUBCONTRACTORS	ADDRESS	EXPIRATION DATE
JTG Construction Inc. **JTG Construction Inc.**	**188 Jefferson Street, Suite 387, Newark, NJ 07105**	**05/14/2022**
Ana Pimenta, President	41 Hamilton Avenue, Kearny, NJ 07032	
KBD Construction LLC **KBD Construction LLC**	**118 B Donor Avenue, Elmwood Park, NJ 07407**	**07/08/2021**
Dusan Budinoski, President	118 B Donor Avenue, Elmwood Park, NJ 07407	
Kalinka Budinoski, Owner	118 B Donor Avenue, Elmwood Park, NJ 07407	
Kosakowski Plumbing & Heating Inc.	**27 Center Avenue, Morristown, NJ 07960**	**07/12/2020**
Edward Kosakowski, Owner	27 Center Avenue, Morristown, NJ 07960	
L & N General Contractors LLC	**529 Forest Court, Williamstown, NJ 08094**	**08/13/2021**
Sammie Nelson, Member	529 Forest Ct., Williamstown, NJ 08094	
Lab Construction Inc. **Lab Construction Inc.**	**607 Jackson Road, Williamstown, NJ 08094**	**06/14/2020**
Lee Barnes, President	607 Jackson Road, Williamstown, NJ 08094	
Lane Mechanical Heating and Cooling LLC	**339 Broadway,, Suite B, Long Branch, NJ 07740**	**08/25/2022**
Louis Malvasi, Managing Member	158 Whispering Pines Driv, Lincroft, NJ 07738	
LCC CONSTRUCTION LIMITED LIABILITY COMPANY **LCC CONSTRUCTION, LLC**	**27 Clayton Ave., Monroe, NJ 08831**	**09/06/2021**
Liliane Costa, Owner	27 Clayton Ave, Monroe, NJ 08831	
M.A.C. Installation LLC	**305 10th Ave, Roselle, NJ 07203**	**07/05/2021**
Iberico Goncalves, Owner	305 E. 10th Ave, Roselle, NJ 07203	
Manny Pereira Contracting	**PO Box 746, Waretown, NJ 08758**	**02/24/2022**
Manny Periera, President	P.O. Box 545, Waretown, NJ 08758	
Manto Mechanical	**74 Morton Street, Bridgewater, NJ 08807**	**11/18/2021**
Mantas Ambrazavicius, Owner	74 Morton Street, Bridgewater, NJ 08807	
Marrero Glass and Metal Inc	**4569 Tacony Street, Philadelphia, PA 19124**	**09/16/2021**
Jaime Marrero, President	60 Falcon Drive, Chalfont, PA 18914	
Maddalena Marrero, Treasurer	60 Falcon Drive, Chalfont, PA 18914	
Matrix Management Const. LLC	**2 New Castle Lane, Willingboro, NJ 08046**	**11/28/2020**
Kenneth Hicks, Owner	2 New CAstle Lane, Willingboro, NJ 08046	
McGarrigle's Carpet, LLC	**1500 Carlene Street, Langhorne, PA 19047**	**07/05/2020**
David McGarrigle, Owner	1500 Carlene St., Langhorne, PA 19047	
Mirror and Glass Depot LLC	**8555 Tonnelle Avenue, Ste-202, North Bergen, NJ 07047**	**05/02/2021**
Sandra Agudelo, Owner	30 Madison Street, East Rutherford, NJ 07073	
Mosner Custom Building **same**	**738 Adeline St., Trenton, NJ 08611**	**02/28/2022**
Tim Mosner, Owner	2 Waltham Ct, Hamilton, NJ 08690	
Mugrose Construction, Inc.	**195 Fairfield Avenue, Suite 2C, West Caldwell, NJ 07006**	**12/04/2022**
Jeffrey Mazur, President	28 Broadlawn Dr., Livingston, NJ 07039	
NJA Services LLC	**60 Palisade Ave.,, Suite103, Garfield, NJ 07026**	**11/13/2021**
Boguslaw Rzadkowski, Owner	300 Mount Prospect Ave, Clifton, NJ 07012	
On-Site Contractors NJ, LLC	**230 Locust Ave., Garwood, NJ 07090**	**02/28/2022**
Judy Fumero, Member	230 Locust Avenue, Garwood, NJ 07027	
Paint-Pro, Inc.	**P.O. Box 1288, East Windsor, NJ 08520**	**08/21/2020**
George Demetriades, President	125 Heritage St., Robbinsville, NJ 08691	
Patrick Concrete Constructors Inc.	**2455 State Route 21, Canandaigua, NY 14424**	**06/13/2020**
John Bell, President	2455 State Route 21, Canandaigua, NY 14424	

CONTRACTORS AND SUBCONTRACTORS	ADDRESS	EXPIRATION DATE
Paul Kochiss, LLC	**41 Little Punkup Rd, Oxford, CT 06478**	**07/31/2021**
Paul Kochiss, Managing Member	41 Little Punkup Rd, Oxford, CT 06478	
Perna Construction LLC	**730 9th Street, Hammonton, NJ 08037-0803**	**05/29/2022**
Robert Perna Sr, Managing Member	730 9th Street, Hammonton, NJ 08037-0803	
PFC Services LLC	**174 Lighthouse Cove Loop, Carolina Shores, NC 28467**	**11/18/2021**
Michael Alexeev, President	174 Lighthouse Cove Loop, Carolina Shores, NC 28467	
Pin Tribal Construction, LLC	**50 Drift Avenue, Lawrence, NJ 08648**	**01/29/2021**
Mark W. Holmes Sr., President	50 Drift Avenue, Lawrence, NJ 08648	
PL&J Construction Corp.	**73 Chestnut St., West Orange, NJ 07052**	**11/28/2020**
Luis Palaguachi, Owner	73 Chestnut Street, West Orange, NJ 07052	
Premier Builders, Inc.	**1015 Big Oak Road, Yardley, PA 19067**	**09/24/2021**
Christopher Escher, President	1015 Big Oak Road, Yardley, PA 19067	
Donna Escher, Secretary	1015 Big Oak Road, Yardley, PA 19067	
Quality Plus Builders, Inc.	**PO Box 1040, Weirsdale, FL 32195**	**01/26/2020**
Quality Plus Builders, Inc.		
Laurie M. Smith, Vice-President	16320 SE 162nd Ct., Weirsdale, FL 32195	
Gerry G. Smith, President	16320 SE 162nd Ct., Weirsdale, FL 32195	
R Edge Erector Co Inc	**PO Box 573, Pinnacle, NC 27043**	**12/11/2021**
R Edge Erector Co Inc		
Robert Edge, President	607 S. Main St, Kin g, NC 27043	
Remcon Enterprises LLC	**25 Pine Street, Suite 9, Rockaway, NJ 07866**	**02/12/2020**
Joshua Jackson, President	4 Lynn Dr., Andover, NJ 07821	
Jon Warbeck, Vice-President	680 Pine Brook Road, Lincoln Park, NJ 07035	
Rian Seeman	**12433 Pineneddle Drive, Indianapolis, IN 46236**	**03/26/2021**
Rian Seeman, Owner	12433 Pineneddle Drive, Indianapolis, IN 46236	
Richard Werley	**601 Poplar St., Catasauqua, PA 18045**	**07/31/2021**
Richard Werley, Owner	601 Poplar St., Catasauqua, PA 18032	
Ricky Plumbing LLC	**1792 Margarets Walk Road, Fleming Island, FL 32033**	**09/17/2020**
Ricky Plumbing LLC		
Enrique Trabal, Managing Member	1792 Margarets Walk Road, Fleming Island, FL 32003	
Rink Systems, Inc.	**1103 Hershey Street, Albert Lea, MN 56007**	**08/26/2021**
Steven Overgaard, Vice-President	3033 Bridge Avenue, Albert Lea, MN 56007	
Stacey Overgaard, President	410 Hammer Road, Albert Lea, MN 56007	
RW Assembly & Install LLC	**110 Stevens Avenue, Cedar Grove, NJ 07009**	**07/12/2020**
Richard Weling, Managing Member	110 Stevens Avenue, Cedar Grove, NJ 07009	
S H Stevens	**5043 Ridge Ave, Egg Harbor, NJ 08234**	**09/26/2022**
Scott Stevens, Owner	5043 Ridge Ave, Egg HArbor Twp, NJ 08234	
S&J Floor Covering	**10 Ealey St, Glassboro, NJ 08028**	**04/23/2021**
Shawn Dougherty, Owner	10 Ealey Street, Glassboro, NJ 08028	
S. Moyer Enterprises	**6271 W. Basalt Cove, West Jordan, UT 84081**	**03/26/2021**
Steve Moyer, Owner	6271 W. Basalt Cove, West Jordan, UT 84081	
SCA Technologies, LLC	**3579 Route 46, Apt 52b, Parsippany, NJ 07054**	**03/26/2021**
Scott Ahart, Member	3579 Route 46, Apt 52 b, Parsippany, NJ 07054	
Solution Construction LLC	**540 Lincoln Ave #S-22, Morrisville, PA 19067**	**07/22/2022**
Solution Construction LLC		
Roberto Gonzalaz, Owner	640 Lincoln Ave, Apt B-22, Morrisville, PA 19067	
Somerset Electrical Services	**48 Junction Rd., Flemington, NJ 08822**	**02/05/2021**
Ralph Epright, Owner	48 Junction Rd., Flemington, NJ 08822	

CONTRACTORS AND SUBCONTRACTORS	ADDRESS	EXPIRATION DATE
Souza Development	**1144 Dana Ave, Bensalem, PA 19020**	**02/15/2022**
Elias Souza, Owner	1144 Dana Ave, Bensalem, PA 19020	
Luiz Costa, Vice-President	500 Myrtle Ave., Horsham, PA 19044	
Spectrum of Floors, LLC	**3700 William Penn Highway, Easton, PA 18045**	**07/31/2021**
Donna DeBenedetto, President	65 Crest Blvd., Easton, PA 18045	
William Koch, Vice-President	225 Applewood Dr., Easton, PA 18045	
Steven Keares, Inc. **Keares Electrical Contractor, Inc.**	**633 Jeffers Circle, Exton, PA 19341**	**02/02/2020**
Steven P. Keares, CEO	211 Downing Road, Downingtown, PA 19335	
TDJ METAL PANEL INSTALLERS LLC	**913 East 7th Street, Plainfield, NJ 07062**	**01/30/2022**
Trey Johnson, Member	913 East 7th Street, Plainfield, NJ 07062	
Troy Johnson, Managing Member	913 East 7th Street, Plainfield, NJ 07062	
Team Revolution LLC dba Superior Landscaping	**6 Warren Dr. Unit D, Vernon, NJ 07462**	**05/30/2021**
William Hattrich, Owner	1 Zinnia Dr., Glenwood, NJ 07462	
Total Flooring LLC	**14 Kennedy Drive, Flanders, NJ 07836**	**01/06/2022**
Christopher Lockman, President	14 Kennedy Drive, Flanders, NJ 07836	
Tropical Landscaping LLC	**3 Christopher Street, Sayerville, NJ 08872**	**10/23/2020**
Marcos De Oliveira, Managing Member	3 Christopher Street, Sayerville, NJ 08872	
Ultra Construction LLC **Ultra Construction Limited Liability Company**	**PO Box 1843, Toms River, NJ 08755**	**12/14/2020**
Suzanne Zimmermann, Member	2303 Owen Court, Toms River, NJ 08755	
Christopher Zimmermann, Manager	2303 Owen Court, Toms River, NJ 08755	
Unique Concrete LLC	**29 Twin Oaks Dr, Bridgeton, NJ 08302**	**11/19/2022**
Rudolph Reid, Owner	29 Twin Oaks Dr, Bridgeton, NJ 08302-0830	
Vision Construction Group, Inc. **Vision Construction Group, Inc.**	**10 Liberty Street, Edison, NJ 08837**	**08/27/2020**
Andrew Bello, President	2341 Achilles Street, Port Charlotte, FL 33980	
Gerard Chiusolo, Member	674 Edgewood Place, North Brunswick, NJ 08902	
Warren Contractors LLC	**85 Tracey Station Road, Manalapan, NJ 07726**	**06/14/2020**
Joseph Zawada, Manager	211 Brewers Bridge Road, Jackson, NJ 08527	
WATER PROOF PROPERTIES, LLC	**825 Grove Street, Elizabeth, NJ 07202**	**01/08/2023**
Melida A. Bermeo Crespo, Member	825 Grove St, Elizabeth, NJ 07202	
Weather Tight Foam Insulation, Inc.	**1156 Livingston Avenue, North Brunswick, NJ 08902**	**04/10/2020**
Mohamed A. Abdou, Owner / Officer	1156 Livingston Avenue, N. Brunswick, NJ 08902	
Tariq Adma, Owner / Officer	222 Sanford Street, New Brunswick, NJ 08901	
Whittendale Excavating Corp. **Whittendale Excavating Corp.**	**1490 Glen Avenue, Moorestown, NJ 08057**	**05/07/2021**
Timothy Whittendale, Vice-President	201 Cambridge Drive, Cinnaminson, NJ 08077	
Roland J. Whittendale, Vice-President	309 Fairview Avenue, Moorestown, NJ 08057	
Diane Whittendale, President	1490 Glen Ave., Moorestown, NJ 08057	
Ashley Whittendale, Partner	737 Haverford Avenue, Maple Shade, NJ 08052	
Matthew Whittendale, Partner	112 Homestead Court, Moorestown, NJ 08057	
Woerner Plumbing & Heating	**3 Coppermine Village, Flemington, NJ 08822**	**04/23/2021**
Joseph Woerner, Owner	3 Coppermine Village, Flemington, NJ	
Woodworkers Corporation	**105 Rome Street, Newark, NJ 07105**	**07/05/2021**
Renata Moro, President	305 E. 10th Ave, Roselle, NJ 07203	
YP Construction Inc.	**1582 Route 27, Edison, NJ 08817**	**06/29/2020**
Yun Ping Zheng, President	1582 Route 27, Edison, NJ 08817	

LIST OF DEBARRED OWNERS/OFFICERS

1/17/2020

Owners/ Officers	Address	Company Name
Mohamed A. Abdou, Owner / Officer	1156 Livingston Avenue, N. Brunswick, NJ 08902	Weather Tight Foam Insulation, Inc.
Denise Ackerson, President	182 Van Dyke Road, Hopewell, NJ 08525	Ackerson Contracting Inc.
Tariq Adma, Owner / Officer	222 Sanford Street, New Brunswick, NJ 08901	Weather Tight Foam Insulation, Inc.
Sandra Agudelo, Owner	30 Madison Street, East Rutherford, NJ 07073	Mirror and Glass Depot LLC
Scott Ahart, Member	3579 Route 46, Apt 52 b, Parsippany, NJ 07054	SCA Technologies, LLC
Michael Alexeev, President	174 Lighthouse Cove Loop, Carolina Shores, NC 28467	PFC Services LLC
Clifford Alphonso, Owner	84 Tecumseh Trail, Medford Lakes, NJ 08055	Clifford Pool Tile & Coping LLC
Elvin Alvarez, Owner	907 Madison Avenue, Elizabeth, NJ 07201	Alvarez Painting, LLC
Mantas Ambrazavicius, Owner	74 Morton Street, Bridgewater, NJ 08807	Manto Mechanical
Claudy Antoine, Owner	568 William St., East Orange, NJ 07017	C C & C General Contractors
Jesus Aparicio-Santos, Owner	26 Sunset Street, South River, NJ 08882	Jesus Aparicio-Santos, LLC
Alexander Arcadia, Principal	136 Ocean Avenue, Monmouth Beach, NJ 07750-0775	Aracon Mechanical LLC
George Atkinson, President	6735 N. Meridian St., Indianapolis, IN 46260	Infinity Flooring Infinity Performance Inc.
Leo Baiocco, President	2383 Atco Avenue, Atco, NJ 08004	CBC Enterprises LLC
Lee Barnes, President	607 Jackson Road, Williamstown, NJ 08094	Lab Construction Inc. Lab Construction Inc.
John Bell, President	2455 State Route 21, Canandaigua, NY 14424	Patrick Concrete Constructors Inc.
Andrew Bello, President	2341 Achilles Street, Port Charlotte, FL 33980	Vision Construction Group, Inc. Vision Construction Group, Inc.
Melida A. Bermeo Crespo, Member	825 Grove St, Elizabeth, NJ 07202	WATER PROOF PROPERTIES, LLC
Colleen Bolleen, Owner / Officer	1337 W. Bensalem Ave, Bensalem, PA 19020	CK Petrasso Fabrication & Services Inc
Richard Brown, Owner	471 Beach Road, Staten Island, NY 10312	GKR Construction Corp
Dusan Budinoski, President	118 B Donor Avenue, Elmwood Park, NJ 07407	KBD Construction LLC KBD Construction LLC
Kalinka Budinoski, Owner	118 B Donor Avenue, Elmwood Park, NJ 07407	KBD Construction LLC KBD Construction LLC
Hussain Burhanpurwala, Member	553 Marc Drive, North Brunswick, NJ 08902	Jamali Developers, LLC
Sonia Burke, President	3 Brandywine Court, Randolph, NJ 07869-0786	Brickhouse Construction Inc BRICKHOUSE CONSTRUCTION INC
Danny Castillo, President	645 Bancroft Road, Brick, NJ 08724	DCI Signs & Awnings DCI Signs & Awnings LLC
Gerard Chiusolo, Member	674 Edgewood Place, North Brunswick, NJ 08902	Vision Construction Group, Inc. Vision Construction Group, Inc.
Dorothy Cleworth, President	3150 Highway 27, Kendall Park, NJ 08824	Cleworth & Son, Inc.
Ernest Cleworth, Vice-President	5 Burnham Court, Kendall Park, NJ 08824	Cleworth & Son, Inc.
Liliane Costa, Owner	27 Clayton Ave, Monroe, NJ 08831	LCC CONSTRUCTION LIMITED LIABILITY COMPANY LCC CONSTRUCTION, LLC
Luiz Costa, Vice-President	500 Myrtle Ave., Horsham, PA 19044	Souza Development
William Allan Crayne, Partner	178 Espanong Road, Lake Hopatcong, NJ 07849	JB Contracting, Inc.
Michael Dawkins, Manager	1057 Haddon Avenue, Camden, NJ 08103	Dawkins Plumbing & Construction LLC.
Marcos De Oliveira, Managing Member	3 Christopher Street, Sayerville, NJ 08872	Tropical Landscaping LLC
Donna DeBenedetto, President	65 Crest Blvd., Easton, PA 18045	Spectrum of Floors, LLC
Edward Del Priore, Principal	7 Wilson Avenue West, East Hanover, NJ 07936	EDP Painting Company
George Demetriades, President	125 Heritage St., Robbinsville, NJ 08691	Paint-Pro, Inc.
Stephen DiFilippi, Owner	120 Springbrook Trail, Sparta, NJ 07871	Elite Demolition, LLC
Shawn Dougherty, Owner	10 Ealey Street, Glassboro, NJ 08028	S&J Floor Covering
Eileen Dutka, Member	17 Old Church Road, Monroe Township, NJ 08831-0883	Duke Electric LLC Duke Electric LLC
Craig Dutka, Member	17 Old Church Road, Monroe Township, NJ 08831-0883	Duke Electric LLC Duke Electric LLC
Robert Edge, President	607 S. Main St, Kin g, NC 27043	R Edge Erector Co Inc R Edge Erector Co Inc

Owners/ Officers	Address	Company Name
Ralph Epright, Owner	48 Junction Rd., Flemington, NJ 08822	Somerset Electrical Services
Andrew Erling, Manager	1017 Jefferson Street, Apt. 302, Hoboken, NJ 07030	JAJ Construction LLC
Stuart Erling, Vice-President	3 Little John Road, Morris Plains, NJ 07950	JAJ Construction LLC
Christopher Escher, President	1015 Big Oak Road, Yardley, PA 19067	Premier Builders, Inc.
Donna Escher, Secretary	1015 Big Oak Road, Yardley, PA 19067	Premier Builders, Inc.
Adam Fernando, Owner	1546 Wooded Acres Drive, Stroudburg, PA 18360	ANV Transport
Theodore Fiore Jr, Owner	9 Silver Spring Court, East Hanover, NJ 07936-2529	All American Demolition & Dismantling, LLC All Merican Demolition & Dismantling LLC
Judy Fumero, Member	230 Locust Avenue, Garwood, NJ 07027	On-Site Contractors NJ, LLC
Segundo Gallegos, Owner	528 Linden Ave, Suite 2, Elizabeth, NJ 07202	Discovery Floor Covering LLC
Iberico Goncalves, Owner	305 E. 10th Ave, Roselle, NJ 07203	M.A.C. Installation LLC
Roberto Gonzalaz, Owner	640 Lincoln Ave, Apt B-22, Morrisville, PA 19067	Solution Construction LLC Solution Construction LLC
Ruben Gonzalez, Owner	107 Jefferson Street, Passaic, NJ 07055	Jersey Heavy Drywall
William Hattrich, Owner	1 Zinnia Dr., Glenwood, NJ 07462	Team Revolution LLC dba Superior Landscaping
Oscar Hernandez, President	421 N. warrick Road, Magnolia, NJ 08049	Hernandez Drywall Construction, Inc.
Kenneth Hicks, Owner	2 New CAstle Lane, Willingboro, NJ 08046	Matrix Management Const. LLC
Mark W. Holmes Sr., President	50 Drift Avenue, Lawrence, NJ 08648	Pin Tribal Construction, LLC
John Hunsecker, Vice-President	72 Charlotte Drive, Churchville, PA 18966	Bravo General Contractors Inc
Joshua Jackson, President	4 Lynn Dr., Andover, NJ 07821	Remcon Enterprises LLC
John Jackson, CEO	1771 Norris St., Camden, NJ 08101	John Jackson Masonry & Construction
Dan Jarrell, Owner / Officer	336 McClelland Ave, Glassboro, NJ 08028	Dan's Tile and Marble LLC Dan's Tile and Marble LLC
Trey Johnson, Member	913 East 7th Street, Plainfield, NJ 07062	TDJ METAL PANEL INSTALLERS LLC
Troy Johnson, Managing Member	913 East 7th Street, Plainfield, NJ 07062	TDJ METAL PANEL INSTALLERS LLC
Stanley Kapusta, President	12 Commodore Drive, Lake Hopatcong, NJ 07849	JB Contracting, Inc.
Steven P. Keares, CEO	211 Downing Road, Downingtown, PA 19335	Steven Keares, Inc. Keares Electrical Contractor, Inc.
Emil Kiszko, President	4192 Sir Andrew Circle, Doylestown, PA 18902	Emjack Construction
William Koch, Vice-President	225 Applewood Dr., Easton, PA 18045	Spectrum of Floors, LLC
Paul Kochiss, Managing Member	41 Little Punkup Rd, Oxford, CT 06478	Paul Kochiss, LLC
Edward Kosakowski, Owner	27 Center Avenue, Morristown, NJ 07960	Kosakowski Plumbing & Heating Inc.
Amber Laudenslager, Managing Member	33 Edgewood Road, Boyertown, PA 19512	C&N Interiors, LLC
Christopher Lockman, President	14 Kennedy Drive, Flanders, NJ 07836	Total Flooring LLC
Gail Maiello, President	1515 10th Street, Fort Lee, NJ 07024	DiClemente Contractors, Inc. DiClemente Contractors, Inc.
John Makris, Jr., President	270 Crescent Place, Yonkers, NY 10704	EDM Contracting, Inc
Louis Malfitano, Owner	560 Mountain Ave, North Caldwell, NJ 07006	Empire Construction
Louis Malvasi, Managing Member	158 Whispering Pines Driv, Lincroft, NJ 07738	Lane Mechanical Heating and Cooling LLC
Maddalena Marrero, Treasurer	60 Falcon Drive, Chalfont, PA 18914	Marrero Glass and Metal Inc
Jaime Marrero, President	60 Falcon Drive, Chalfont, PA 18914	Marrero Glass and Metal Inc
Jeffrey Mazur, President	28 Broadlawn Dr., Livingston, NJ 07039	Mugrose Construction, Inc.
David McGarrigle, Owner	1500 Carlene St., Langhorne, PA 19047	McGarrigle's Carpet, LLC
Renata Moro, President	305 E. 10th Ave, Roselle, NJ 07203	Woodworkers Corporation
Tim Mosner, Owner	2 Waltham Ct, Hamilton, NJ 08690	Mosner Custom Building same
Steve Moyer, Owner	6271 W. Basalt Cove, West Jordan, UT 84081	S. Moyer Enterprises
Sammie Nelson, Member	529 Forest Ct., Williamstown, NJ 08094	L & N General Contractors LLC
Timothy J. Noon, Owner	698 Northstream Drive, Toms River, NJ 08753	Beach Coast Builders LLC TJN Development LLC
Anthony Nunez, Owner	363 Abingdon Avenue, Staten Island, NY 10308	International Cabling Systems
Nercido Nunez, President	4394 Victory Blvd, Staten Island, NY 10314	International Cabling Systems
Stacey Overgaard, President	410 Hammer Road, Albert Lea, MN 56007	Rink Systems, Inc.
Steven Overgaard, Vice-President	3033 Bridge Avenue, Albert Lea, MN 56007	Rink Systems, Inc.

Owners/ Officers	Address	Company Name
Luis Palaguachi, Owner	73 Chestnut Street, West Orange, NJ 07052	PL&J Construction Corp.
Brian Parker, Owner	115 Ardmore Avenue, Haddonfield, NJ 08033	Brian Parker, LLC
Matt Periera, President	35 Center Avenue, Leonardo, NJ 07737	Excellent Fence
Manny Periera, President	P.O. Box 545, Waretown, NJ 08758	Manny Pereira Contracting
Adelino Perin, President	12 Valley Place, Chester, NJ 07930	A P Roofing & Siding, LLC A. Perin Roofing & Siding, LLC
Robert Perna Sr, Managing Member	730 9th Street, Hammonton, NJ 08037-0803	Perna Construction LLC
Paul Petrasso, Vice-President	1337 W. bensalem Ave, Bensalem, PA 19020	CK Petrasso Fabrication & Services Inc
Ana Pimenta, President	41 Hamilton Avenue, Kearny, NJ 07032	JTG Construction Inc. JTG Construction Inc.
Helayne Queiroz, Vice-President	3 Laila Ct, Monroe, NJ 08831-0883	BRASUSA CONSTRUCTION INC
Fabricio Queiroz, President	3 Laila Ct, Monroe, NJ 08831-0883	BRASUSA CONSTRUCTION INC
Rudolph Reid, Owner	29 Twin Oaks Dr, Bridgeton, NJ 08302-0830	Unique Concrete LLC
Arianna Rengito Miranda, Owner	658 Pennsylvania Ave, Apt 4, Elizabeth, NJ 07201	Discovery Floor Covering LLC
Boguslaw Rzadkowski, Owner	300 Mount Prospect Ave, Clifton, NJ 07012	NJA Services LLC
Rian Seeman, Owner	12433 Pineneddle Drive, Indianapolis, IN 46236	Rian Seeman
Dan Seeman, Owner	1363 North Winchester Dr., Greenfield, IN 46140	Dan Seeman
Mrudula Shah, President	10 Boxwood Court, Edison, NJ 08820	Fine Wall Corporation Fine Wall Corporation
Ronak Shah, Member	10 Boxwood Court, Edison, NJ 08820	Fine Wall Corporation Fine Wall Corporation
Umakant N. Shah, Vice-President	10 Boxwood Court, Edison, NJ 08820	Fine Wall Corporation Fine Wall Corporation
Ihor Shcherbii, Owner	3-C Brynwood gardens, Apt 18, Old Bridge, NJ 08857	Barbos HVAC, LLC
Gerry G. Smith, President	16320 SE 162nd Ct., Weirsdale, FL 32195	Quality Plus Builders, Inc. Quality Plus Builders, Inc.
Gary Smith, President	1001 Cedar Lane, Brielle, NJ 08730	GSS Industries, LLC
Laurie M. Smith, Vice-President	16320 SE 162nd Ct., Weirsdale, FL 32195	Quality Plus Builders, Inc. Quality Plus Builders, Inc.
Elias Souza, Owner	1144 Dana Ave, Bensalem, PA 19020	Souza Development
Scott Stevens, Owner	5043 Ridge Ave, Egg HArbor Twp, NJ 08234	S H Stevens
Jaroslaw Suchcicki, Vice-President	272 Nassau avenue, Brooklyn, NY 11222	Emjack Construction
Hector Tigreros, Owner	216 Jeremiah Ave, Hamilton, NJ 08610	CT GENERAL CONTRACTORS LLC
Stanislav Tolstunov, President	185 Prospect Avenue,, Unit 51, Hackensack, NJ 07601	Aventus Construction Inc.
Stanislav Tolstunov, President	20th Avenue, at Port Imperial, West New York, NJ 07093	Dobtol Construction, L.L.C. Dobtol Construction, L.L.C.
Polina Tolstunov, President	20 Ave. at Port Imperial, West New York, NY 07093	Aventus Construction Inc.
Danko Tomasevic, Vice-President	24 Albert Street, Garfield, NJ 07026-2130	Aventus Construction Inc.
Enrique Trabal, Managing Member	1792 Margarets Walk Road, Fleming Island, FL 32003	Ricky Plumbing LLC Ricky Plumbing LLC
Malachi Velez, Member	6 Hampton Court, Jersey City, NJ 07302	Efficient Electric LLC Efficient Electric LLC
Jon Warbeck, Vice-President	680 Pine Brook Road, Lincoln Park, NJ 07035	Remcon Enterprises LLC
Richard Weling, Managing Member	110 Stevens Avenue, Cedar Grove, NJ 07009	RW Assembly & Install LLC
Richard Werley, Owner	601 Poplar St., Catasauqua, PA 18032	Richard Werley
Roland J. Whittendale, Vice-President	309 Fairview Avenue, Moorestown, NJ 08057	Whittendale Excavating Corp. Whittendale Excavating Corp.
Ashley Whittendale, Partner	737 Haverford Avenue, Maple Shade, NJ 08052	Whittendale Excavating Corp. Whittendale Excavating Corp.
Matthew Whittendale, Partner	112 Homestead Court, Moorestown, NJ 08057	Whittendale Excavating Corp. Whittendale Excavating Corp.
Diane Whittendale, President	1490 Glen Ave., Moorestown, NJ 08057	Whittendale Excavating Corp. Whittendale Excavating Corp.
Timothy Whittendale, Vice-President	201 Cambridge Drive, Cinnaminson, NJ 08077	Whittendale Excavating Corp. Whittendale Excavating Corp.
Joseph Woerner, Owner	3 Coppermine Village, Flemington, NJ	Woerner Plumbing & Heating
Darryl Wooley, Owner	4703 Pebble Drive, Elkhorn, WI 53191	Complete Wall Specialties Inc.
Joseph Zawada, Manager	211 Brewers Bridge Road, Jackson, NJ 08527	Warren Contractors LLC

Owners/ Officers	Address	Company Name
Yun Ping Zheng, President	1582 Route 27, Edison, NJ 08817	YP Construction Inc.
Suzanne Zimmermann, Member	2303 Owen Court, Toms River, NJ 08755	Ultra Construction LLC Ultra Construction Limited Liability Company
Christopher Zimmermann, Manager	2303 Owen Court, Toms River, NJ 08755	Ultra Construction LLC Ultra Construction Limited Liability Company

Echelon Road Pedestrian Improvements Project
Township of Voorhees
Camden County, NJ
Federal project No. TAP-D00S(376), NJDOT Job No. 5834303
June 2021

APPENDIX H

NJDOT CC-257R

New Jersey Department of Transportation

Division of Civil Rights & Affirmative Action

Monthly Employment Utilization CC-257R Electronic Reporting Information

Reporting of workforce information via Form CC-257R is now available on the internet through the New Jersey portal at **https://www.nj.gov**

To access this application, you need: **1)** to be registered with the New Jersey Portal (My NewJersey); and **2)** to receive an authorization code (via email) that will provide you with the link to the application.

If you already have a portal account, DO NOT register again.

The instructions below explain the registration process for a portal account. Please follow these instructions carefully.

New Jersey Portal Registration Instructions

*If you have already registered on the New Jersey portal and need to enter an Authorization Code for a new application, go to **https://www.nj.gov** and follow the instructions beginning at Step 7 below.*

1. Open an Internet browser and type **https://www.nj.gov** in the address box and press <Enter>
2. At the top left (under the "Home" tab) are the "Login" and "Register" boxes for the portal
3. Click on "Register"
4. In the dialog box entitled "Create Your My New Jersey Account," enter a Logon ID and Password of your choosing and the rest of the requested information. Be sure to include a challenge question and valid email address in case you forget your password. (This is the account your Portal password will be sent to if you forget it. You will not be able to get into the application if you do not log onto the Portal)
5. Now that you have created your account, logout. The next step is to verify the existence of your new account.
6. Log in your account using your newly created Logon ID and Password.

Activating Authorization Code

Authorization codes will be sent via email under separate cover, after you have emailed the following to **trnsport@dot.nj.gov:**

1. Company Name
2. Email Address for company Official or CEO
3. Company's Federal Identification Number
4. Contact Person's Name (this should be the person who registered the account and will be logging on and supplying the requested employment data)
5. Contact Person's email address

Monthly Employment Utilization CC-257R Electronic Reporting Instructions - continued

Once you receive the code, follow the instructions below to access the CC-257R reporting program.

6. Once logged into the Portal, select "Enter Authorization Code."
7. Follow the instructions carefully. Type the code in the text box labeled, "Enter your authorization code" and click the "Finished" button. Note that the code is case sensitive.
8. The system will log you out.
9. Log into your account. Your new application will have a link under the NJDOT heading.

Please Note

1. Federal Executive Order 11246 requires workforce reporting to be completed monthly by both prime and subcontractors.
2. The prime contractor submits a report for its total workforce and is responsible for ensuring that its subcontractors submit their respective reports.
3. These reports are to be submitted by the 10th day of each month during the term of the contract, and include the total work hours for each employee classification in each trade in the covered area for the monthly reporting period.
4. The state job number (CE#) specific to the project is the unique identifier needed for reporting, and inserted in the Job Number field.
5. Each report should be based on a calendar month, starting on the 1st, and ending on the last day of the month being reported.

Also Note:

1. Under no circumstances should you give your authorization code to another user. This code has been personalized for your particular need.
2. Questions concerning the workforce report should be directed to the NJDOT, Division of Civil Rights/Affirmative Action at (609) 963-2047.
3. Questions concerning the request for authorization code should be directed to NJDOT's AASHTOWare Support Staff - Ryan DelGrande at (609) 963-1868.
4. For problems with system errors, please contact Marc Dorsch at (609) 963-2425.

APPENDIX I

REQUIRED FEDERAL FORMS

SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE / EMERGING SMALL BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE (DBE/ESBE/SBE) PARTICIPATION

CLASSIFICATIONS	
S	Subcontractor (100% Credit)
T/H	Trucker / Hauler (100% Credit)
EL	Equipment/Lessor
M	Manufacturer (100% Credit)
RD/I	Regular Dealer / Installer (100% Credit)
RD/S	Regular Dealer / Supplier (60% Credit on Federal Aid Contracts)(100% Credit on Wholly State Funded Contracts) (List total proposed dollar amount of subcontract work. Civil Rights will calculate the applicable percentage.)
B	Broker / Transaction Expediter (Count the entire amount of fees or Commissions charged.)

NOTES:
1.) **Form CR-273 "Confirmation of DBE/ESBE/SBE Firm", must be completed and signed by each of the DBE/ESBE/SBE firms listed below.**
2.) **Form CR-274 "DBE/ESBE/DBE Trucking Verification", must be completed and signed by each DBE/ESBE/SBE Trucker/Hauler listed below.**
3.) **Form CR-272 "DBE/ESBE/SBE Regular Dealer/Supplier Verification", must be completed and signed by each DBE/ESBE/SBE Regular Dealer/ Supplier listed below. A Regular Dealer/Supplier must maintain inventory and/or own or operate distribution equipment.**

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Signature: _____

RE Concurrence: _____

Bidder/Prime Contractor: _____ Check One: ☐ DBE ☐ ESBE ☐ SBE

Project Name:
(Complete as shown on plans) _____

DP Number: _____ Bid Amount: _____ Date: _____ Revision Number: _____

Classification	Firm Status (DBE/ ESBE/SBE)	Firm Name	Firm Street Address	City	State	ZIP	Phone Number	E-mail Address	NAICS Code(s)	Type of Work (Electrical, Paving, Etc.)& Contract Items or Parts Thereof to be Performed	Proposed Dollar Amount of Subcontract Work	Projected Start Date of Work	Projected Completion Date of Work

NJ Department of Transportation
Division of Civil Rights & Affirmative Action

DBE/ESBE/SBE REGULAR DEALER/SUPPLIER VERIFICATION FORM

(To be completed by DBE/ESBE/SBE firm)

Project Name:	DP Number
Bidder/Prime Contractor:	

DBE/ESBE/SBE Firm:	Address:	Phone Number

Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (include item number and estimate quantities when possible).

If either question is marked "No", the the Bidder/Prime Contractor cannot receive regular dealer credit for the services provided by the DBE/ESBE/SBE firm. Instead, the maximum credit that could be received would be the fee or commission the DBE/ESBE/SBE firm receives for its services. Before executing this form, read the "Guide for Counting DBE/ESBE/SBE Suppliers" on page 2 which includes the official question and answer issued by the United States Department of Transportation.

Check one for each question

1. Does your firm 'regularly' engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE/ESBE/SBE credit is being sought? ◯ Yes ◯ No

2. Is the role your firm will play on this specific contract be consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction? ◯ Yes ◯ No

Authorized Representative of DBE/ESBE/SBE Firm

The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE/ESBE/SBE firm, that the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a package, broker, manufacturer representative, or other person who arranges or expedites transactions, the the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and that this verification is made subject to the penalties of 49 CFR Part 26.

Signature _____ Date _____

Printed Name _____ Phone Number _____

Authorized Representative of Bidder/Prime Contractor

The undersigned individual hereby verifies the he/she is authorized to make this verification on behalf of the Bidder/Prime Contractor, that, to the best of his/her knowledge, information and belief, the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions and that this verification is made subject to the penalties of 49 CFR Part 26.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Signature _____ Date _____

Printed Name _____ Phone Number _____

Form CR-272 (07/2016)

GUIDANCE FOR COUNTING DBE/ESBE/SBE REGULAR DEALER/SUPPLIERS

- The official question and answer (q and a) issued by the United States Department of Transportation on December 9, 2011 as institutional guidance relative to regular dealers poses two questions that must both be answered 'yes 'in order for the DBE/ESBE/SBE firm to receive regular dealer credit for materials supplied on federally-assisted transportation projects.

- Following is the official q and a in italics:

- *First, does the firm "regularly" engage in the purchase and sale or lease, to the general public in the usual course of its business, of products of the general character involved in the contract and for which DBE/ESBE/SBE credit is sought?*

    - *Answering this question involves attention to the activities of the business over time, both within and outside the context for the DBE/ESBE/SBE program.*

    - *The distinction to be draw is between the regular sale or lease of the products in question and merely occasional or ad hoc involvement with them.*

    - *In answering this question, the New Jersey Department of Transportation will not insist that every single item the DBE/ESBE/SBE firm supplies be physically present in the firm's store, warehouse, etc. before it is sold to a contractor. However, the establishment in which the firm keeps items it sells to the general public should be more than a token location.*

    - *For example, a mere showroom, the existence of a hard-copy or on-line catalog, or the presence of small amounts of material that make questionable the ability of the firm to effectively supply quantities typically needed on a contract, are generally not sufficient to demonstrate that a firm regularly deals in the items.*

- *Second, is the role the firm plays on the specific contract in question consistent with the regular sale or lease of the products in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?*

    - *For example, a firm that regularly stocks and sells Product X may, on a particular contract, simply communicate a prime contractor's order for Product Y to the manufacturer, acting in a transaction expediter capacity.*

    - *This means that a firm that acts as a regular dealer on one contract does not necessarily act as a regular dealer on other contracts. For example, a firm that acts as a regular dealer on Contract #1 may act simply as a "transaction expediter" or "broker" on Contract #2. It would receive DBE/ESBE/SBE credit for 60 percent of the value of the goods supplied on Contract #1 while only receiving DBE/ESBE/SBE credit for its fee or commission on Contract #2.*

    - *In some circumstances, items are "drop-shipped" directly from a manufacturer's facility to a job site, never being in the physical possession of or transported by a supplier. In many such cases, the supplier's role may involve nothing more than contacting the manufacturer and placing a job-specific order for an item that the manufacturer then causes to be transported to the job site.*

    - *In such a situation, the supplier's role may often be better described as that of a "broker" or "transaction expediter" (see 26.55(e)(2)(ii)(C) than as a "regular dealer." In such a case, DBE/ESBE/SBE credit is limited to the fee or commission the firm receives for its services. If the firm does not prove any commercially useful function (i.e., it is simply inserted as an extra participant in a transaction, then no DBE/ESBE/SBE credit can be counted.*

- The Department proposes that primes submit the two questions to DBE/ESBE/SBEs in writing. If the DBE/ESBE/SBE firm answers 'yes' to both questions, then the written documentation would be taken into account in the Department's good faith effort determination in accordance with Section 26.53 of the federal DBE/ESBE/SBE regulation set forth in Title 49 Code of Federal Regulations Part 26.

- If it were later determined that the DBE/ESBE/SBE misrepresented itself or erroneously concluded that it was acting as a regular dealer, the Department would strongly consider this documentation in evaluating the actions of the prime and in determining whether the prime exercised reasonable due diligence by obtaining a written regular dealer confirmation from the DBE/ESBE/SBE even though it later turned out to be false.

- Participation would still have to be revised,but the Department will fully consider the written documentation in its good faith effort review.

- The Department reserves the right to address any misrepresentation by the DBE/ESBE/SBE firm or the prime consistent with the "Contract Special Provisions" and other requirements and procedures for determinations of whether a contractor has acted responsibly.

Form CR-273 (12/2016)

New Jersey Department of Transportation
Confirmation of DBE/ESBE/SBE Firm

TO BE COMPLETED BY DBE/ESBE/SBE FIRM

Name of DBE/ESBE/SBE Firm: _____

DBE/ESBE/SBE Firm's Contact Information:

Address: _____

Phone: _____

E-mail Address: _____

NJDOT Project Name:

_____

DP Number (provided by Bidder): _____

Bidder (Prime): _____

Proposed Start Date of DBE/ESBE/SBE Firm's Work: _____

Proposed Dollar Amount of DBE/ESBE/SBE Work if Contract is awarded to Bidder (Prime):

_____

Proposed DBE/ESBE/SBE Work Items, Including Item Descriptions

Please answer each question listed below	Yes	No
If this project is awarded to the Bidder/Prime Contractor listed, do you verify your intent to complete the proposed subcontract work items?	☐	☐
Are all of your employees carried on your firm's payroll?	☐	☐
Is your firm's equipment registered in your name?	☐	☐
If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?	☐	☐
Will the equipment you use display your firm's name or logo?	☐	☐
Is you Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?	☐	☐
Are any of your firm's employees also working for the Bidder/Prime Contractor?	☐	☐
For Truckers Only: Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?	☐	☐
For Suppliers Only: Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?	☐	☐

Title: _____

Signature of DBE/ESBE/SBE Firm Representative

Date: _____

I certify that the foregoing statements and information made are true. I am aware that if of the foregoing statements made are willingly false, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, _____ and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Form CR-274 (08/2016)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DBE/ESBE/SBE TRUCKING VERIFICATION

This commitment is subject to the award and receipt of a signed contract from the New Jersey Department of Transportation for the subject project. Note that copies of all supporting documents must be attached.

Project Name:		
Bidder/Prime Contractor Name:		
Address:	County	
Telephone Number:	E-mail Address:	DP Number:
Trucking Firm Name:		
Address:	Telephone Number:	

The DBE/ESBE/SBE Trucking Firm will perform the following described work on the project:

Bid Items	Item Description	Unit	Unit Price	Quantity	Total
			$		$
			$		$
			$		$
			$		$
Total Commitment Amount (Amount of DBE/ESBE/SBE Subcontract): $					

Location(s) material will be transported:

Total number of fully operational DBE/ESBE/SBE owned trucks to be used on contract: _____

First Tier DBE/ESBE/SBE Trucking Firm

Number of trucks owned: _____

Specify ALL Vehicle information:

Vehicle Identification Number (VIN)	Year	Make	Model

Form CR-274 (07/2016)

Project Name:		
Bidder/Prime Contractor:	Trucking Firm:	DP Number:

If owner/operator or additional trucking firms are to be used, provide the following information:

Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a DBE/ESBE/SBE: _____

Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.
(Note: Subcontracting if different from leasing as it relates to trucking.)

DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION

Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a non-DBE/ESBE/SBE: _____

Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.
(Note: Subcontracting if different from leasing as it relates to trucking.)

NON-DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION

Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Under 49C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Print Name: _____

First Tier DBE/ESBE/SBE Signature: _____ Date: _____

APPENDIX J

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The current edition of the Standard Specifications for Road and Bridge Construction may be found at the following link:

https://www.state.nj.us/transportation/eng/#Specifications

Any applicable updates resulting from Baseline Document Changes (BDC's) can be fond at the following link:

https://www.state.nj.us/transportation/eng/documents/BDC.

APPENDIX K

STANDARD NJDOT CONSTRUCTION DETAIL SHEETS

STANDARD NJDOT CONSTRUCTION DETAIL SHEETS

The current edition of the Standard NJDOT Construction Details Sheets may be found at the following link:

https://www.state.nj.us/transportation/eng/#Drawings

APPENDIX L

ENVIRONMENTAL COMMITMENTS

ENVIRONMENTAL COMMITMENTS:

1. Best Management Practices will be utilized for this project.
2. Construction staging activities (including the storage of equipment/vehicles/materials) are prohibited in environmentally sensitive areas. If the contractor wishes to use these areas or access these areas for any reason, all appropriate permits and approvals must be obtained prior to such use.
3. If the proposes activities include direct contact with inlets, they must be retrofitted to meet the New Jersey Pollutant Discharge Elimination System (NJPDES) stormwater requirements.
4. The project sponsor will need to certify Stormwater Management and apply for Soil Erosion and Sediment Control Certification. Information from these regulatory actions will need to be included in the final plans for the project.
5. If there are any public outreach initiatives (including posting of signs to provide information to the public about the project, the project sponsor shall coordinate with BEPR and Local Aid to ensure information is conveyed in languages appropriate to reach linguistically isolated groups. In addition, access to public transportation, if affected during construction, shall be appropriately accommodated.
6. If there are any changes to the proposed activities, the changes must be reevaluated by BEPR to determine the need for additional regulatory compliance.

APPENDIX M

NJDOT STANDARD SPECIFICATIONS

104.03.04 CONTRACTUAL NOTICE

It is the responsibility of all parties to promptly provide written notice to the other party when circumstances are believed to constitute a change to the Contract.

Immediately provide written notice to the RE of any circumstances that are believed to be a change to the Contract. If notice is not provided on Contractual Notice (Form DC-161), include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change were discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

The Department will not modify the Contract for work performed or for expenses incurred due to a change before the date notification is provided to the RE. The Contractor waives its right to file a claim for costs incurred before providing notice to the RE.

Following submission of written notice, diligently continue with the unaffected work to the maximum extent possible. If a Type 1 or Type 2 Differing Site Condition is encountered, do not disturb the existing site condition until directed by the RE.

Within 5 days after receipt of each written notice, the RE will respond in writing with one of the following:

1. Reject the notice for providing insufficient information. The Department will not accept general notices. The RE may request resubmission of the notice with additional information. If the Department rejects the written notice for insufficient information, the Department will deem the Contractor to have not provided notice even if the RE issues directions based on the information provided.
2. Reject the notice because the Contractor failed to submit the notice within the specified time frames of N.J.S.A 59:13-5, or 104.03.02.
3. Acknowledge that notice has been provided, and state that the Department has not determined whether the circumstances constitute a change that may be eligible for additional payment or time or both. If necessary, the RE may direct the mode of further performance. The RE may require the Contractor to submit additional information within a specified time period.
4. Acknowledge that notice has been provided, and confirm that the circumstances constitute a change that may be eligible for additional payment or time or both. If necessary, the RE may direct the mode of further 21 performance. The RE may require the Contractor to submit additional information within a specified time period.

108.10 CONTRACT TIME

Time is of the essence as to all time frames stated in the Contract. Complete the work required for Interim Completion and Completion requirement as specified in the Special Provisions. When Contract Time is specified in working days, the RE will provide the Contractor with a weekly statement showing the number of days charged to the Contract for the preceding week and the number of days of Contract Time remaining. If the Contractor has dismissed its crew due to unfavorable conditions that affect the controlling operations on a day 55 where the contractor was prepared to begin work at the regular starting time of a scheduled shift, the Department will not charge a Working Day to the Contract.

108.20 LIQUIDATED DAMAGES

The Contractor and the Department recognize that delays to Contract Time result in damages to the Department including the effect of the delay on the use of the Project, public convenience and economic development of the State, and additional costs to the Department for engineering, inspection, and administration of the Contract. Because it is difficult or impossible to accurately estimate the damages incurred, the parties agree that if the Contractor fails to complete the Contract or portion of the Contract within the Contract Time, the Contractor shall pay the Department the liquidated damages specified in the Special Provisions.

The Department will assess liquidated damages for each and every day that the Contractor has failed to complete the Work or portion of the Work within the Contract Time requirements as specified in 108.10. If the Department discovers that the work required to meet an Interim Completion requirement is unacceptable after the RE notified the Contractor that the work appeared to be complete, the Department has the right to assess liquidated damages for the time period required to correct the unacceptable work.