

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY



**LIEPE FIELD CONCESSION STAND
AND RESTROOM BUILDING**
BID# 2023-07

MAYOR
Carl Pitale

TOWNSHIP COMMITTEE

Richard Creek, Deputy Mayor
Judy Link
Dr. Thelma Witherspoon
Art Schenker

July 2023

Robert A. Watkins
Professional Engineer, License No. 45865

**TOWNSHIP OF HAMILTON
ATLANTIC COUNTY
NEW JERSEY**

**LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID# 2023-07**

Notice is hereby given that on **Friday August 11th, 2023** sealed proposals will be received by the TOWNSHIP OF HAMILTON at 6101 Thirteenth Street, Mays Landing, Municipal Public Meeting Room, New Jersey, at the hour of **10:00 AM prevailing time**, for the LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING FOR THE TOWNSHIP OF HAMILTON, ATLANTIC COUNTY, NJ, (BID NO. 2023-07) at which time and place the said bids will be publicly opened and read. Late bids will be returned unopened.

Specifications must be obtained from Mott Watkins Associates, LLC, 3120 Fire Road, Suite B201, Egg Harbor Township, New Jersey between the hours of 8:00 a.m. and 4:00 or by e-mail your request to info@mottwatkins.com. Prospective bidders shall include in their request the person of contact, firm name, firm address, firm phone, and fax numbers. They are also available for viewing only at the Clerk's office at 6101 Thirteenth Street, Mays Landing, New Jersey.

Bids must be enclosed in a sealed envelope and plainly marked in the lower quadrant: the "BID 2023-07 LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING FOR THE TOWNSHIP OF HAMILTON, ATLANTIC COUNTY, NJ". The name and address of the bidder shall be on the envelope.

The work includes the furnishing of all labor, materials, and equipment necessary to complete the work as shown on the Drawings and as described in the Specifications. The work on BID# 2023-07 consists of a 50' x 30' two story concession stand and restroom building at the Liepe Recreational Complex, 3155 Leipzig Avenue, Hamilton Township, NJ. The work shall be completed within one hundred and eighty (180) calendar days of the Contractor's receipt of written Notice to Proceed to substantially complete.

The form of bid supplied by the Specifications must be used in bidding.

Bids must be submitted by the time designated above for receipt and opening of bids. Bids may be received by carrier or in person.

Bids must be addressed to Rita Martino, Township Clerk, Township of Hamilton, 6101 Thirteenth Street, Mays Landing, NJ 08330. Each bidder must deposit with his bid a certified check, cashier's check, or bid bond in the amount of ten (10) percent of the total lump sum bid no to exceed \$20,000.00. The right is reserved to reject any or all bids or to waive minor irregularities in any bid presented. Award, if any, will be made to the lowest and most responsible bidder at a formal meeting of Township of Hamilton Committee.

No bidder may withdraw his bond within 60 days after the actual date of opening.

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

Bidders are required to submit a statement of ownership with the bid, in compliance with N.J.S.A. 52:25-24.2 (P.L. 1977, C.33).

Bidder attention is called to the requirements of P.L. 2004, C.57 concerning registration with the State of New Jersey in order to do business with local contracting agencies. Proof of registration in the form of a copy of the Business Registration Certificate must be submitted at time of bid submission by all bidders and named or listed subcontractors. Failure to comply will result in mandatory bid rejection.

BY ORDER OF THE TOWNSHIP OF
HAMILTON

Rita Martino, Township Clerk

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07

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INFORMATION FOR BIDDERS

0.00 Definitions

The attention of all bidders is directed to the Article of the Contract entitled, "Definitions", for definitions of the terms, Owner, Contractor, Engineer, Contract Documents, Contract, Contract Price, Specifications, Substantial Completion, Contract Drawings and General Conditions.

In the Contract Documents the words "Bid", "bid", "Proposal" and "proposal" are used interchangeably.

0.01 Location of Work

The site work to be performed under the Contract consists of a 50' x 30' two story concession stand and restroom building at the Liepe Recreational Complex, 3155 Leipzig Avenue, Hamilton Township, NJ as shown on the Contract Drawings.

0.02 Contract Drawings

The Contract Drawings, forming an integral part of this project, bear the following general title:

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY
LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07

Copies of the Contract Documents shall be furnished to interested parties as set forth in the Notice to Bidders.

0.03 Phases Comprising the Project

The work on this project will be performed under a single overall Contract comprising of site work, and general construction work.

0.04 Date and Place of Opening Bids

Sealed Proposals for this work, as required by the Contract Documents and as specified herein, including the furnishing of all required plant, labor, equipment, materials, facilities and services, will be received at the time and place stated in the Notice to Bidders and at that time unsealed and the contents publicly announced.

0.05 Preparation of Proposal

Proposals must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink, in both words and figures.

The Proposal shall contain the full name and address of every person, partnership and corporation having an interest in the bid. In addition, any trade name of the bidder must be set forth in full. When an individual proprietor bids, the bid must be signed for or on behalf of the proprietor. When a partnership bids, the bid must be signed for or on behalf of each general partner. When a corporation bids the president and secretary (or assistant secretary) must sign, except that other officers of the corporation may sign, provided a corporate resolution, certified by the corporate secretary (or assistant secretary) duly authorizing such other officers to sign, accompanies the bid. Bids of corporations shall have the corporate seal affixed. Bids signed by an agent must be accompanied by a Power of Attorney duly acknowledged before a notary public, evidencing the authority of the agent to act for the principal or principals. All corporations and partnerships must complete the statement form that appears on the Proposal pages pursuant to the requirements of P.L. 1977, c. 33 (N.J.S.A. 52:25-24.2).

All Public contracts prohibit the successful bidder from discrimination in hiring of persons who are qualified and available to perform work to which the contract relates by reason of age, race, religion, sex, national origin, creed, color, ancestry, marital status, affectional or sexual orientation, familial status, liability for services in the Armed Forces of the United States or nationality. All bidders shall comply with the Act relating to Affirmative Action in relation to the Law Against Discrimination as amended per Chapter 127, P.L. 1975.

0.06 Right to Accept or Reject Bids

Award, if made, will be to the lowest responsible and responsive bidder. All bids can be rejected: when the lowest bid substantially exceeds projected cost estimates and/or budgetary appropriations; the Owner decides to abandon the project or purchase; the specifications are substantially revised; purposes and/or provisions of the applicable laws are violated or it is determined that use of a State Contract / Cooperative Purchasing Agreement is in the best interest of the Township.

In determining the lowest responsible bidder, the Owner may take into account conformity with the requirements of the general and technical specifications, including but not limited to: 1) Strict conformance with the technical/performance requirements for equipment, labor and goods/services. 2) The ability of the bidder to perform all of the work required. 3) Experience of the bidder. 4) Prior negative experience or lack of performance as documented by the Owner.

Chapter 353 of the Public Laws of 1975 shall govern the award of contracts, regardless of wording to the contrary in the general specifications.

The Township reserves the right to waive minor irregularities, except for late delivery of bids and/or to permit minor exceptions to the requirements of the specifications.

Penalties for the submission of false, deceptive or fraudulent statements or information by bidders are provided by Local Public Contracts Law (N.J.S.A. 40A:11-33 and 34). No

contract for work shall be awarded to a contractor or subcontractor who is included on the New Jersey State Treasurer's list of debarred, suspended and disqualified bidders.

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidder should consult the statutes or legal counsel for further information.

0.07 Withdrawal of Bids

No bidder may withdraw his bid for a period of sixty (60) days after the bids are opened. The Owner and bidder may agree to hold bids for consideration for a longer period of time, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

0.08 Items of Work

No bid will be allowed to be withdrawn for any reason after it has been presented.

0.09 Addenda and Interpretations

No interpretations of the meaning of the Contract Drawings, Specifications or other Contract Documents will be made to any bidder orally. Any request for interpretations shall be made in through the bidnet direct platform at www.bidnetdirect.com//ehtgov, and, to be given consideration, must be received at least ten (10) days – Saturdays, Sundays and holidays excepted – prior to the date fixed for the opening of bids. Any and all revisions, interpretations, or supplemental instructions will be in the form of written addenda to the Contract Documents which, if issued, will be noticed in via bidnetdirect and noticed to registered contractors who have downloaded bids. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligations under such addenda. All addenda so issued shall become part of the Contract Documents. If any addenda materially change the solicitation, the Owner may postpone the date for the opening of bids.

0.10 Bid Security

Each bid must be accompanied by a certified check, cashiers check or bid bond prepared on the form in the Contract Documents, or on an equivalent form which has been

approved by Owner's attorney; duly executed by the Bidder as principal and having as surety thereon a surety company duly authorized to issue bonds in New Jersey, in the amount of 10% of the total amount bid but not in excess of \$20,000 nor less than \$500.

Such checks or bid bonds except those of the three apparent lowest responsible bidders, shall, unless otherwise requested by the bidder, be returned within ten (10) days after the opening of the 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 awarding and signing of the Contract and the approval of the Contractor's performance bond, insurance and other submissions required in the Information for Bidders, the bid security of the remaining unsuccessful bidders shall be returned to them. The check or bid bond of the bidder to whom the Contract is awarded shall be retained until the required performance bond, insurance and other submissions required in the Information for Bidders is submitted and approved and the Contract is signed. If, for any reason, the Owner does not make an award within sixty (60) days after the opening of bids, the Owner may request that each of the three apparent lowest responsible bidders agree to hold their bids open for consideration for a longer period.

Bid security shall remain in effect for a minimum of sixty (60) calendar days from the date of opening of bids, except as set forth above. In the event that a bidder shall agree to an extension in the sixty (60) day period for making award, such bidder shall be required to ensure that their bid security shall remain in effect to cover the period of extension.

An attorney-in-fact who signs any bid bonds or other bonds required by the Contract Documents shall file with each bond a certified copy of a Power of Attorney duly acknowledged before a notary public authorizing the attorney-in-fact to execute said bonds in behalf of the surety.

All bonds issued for this project must be issued by bonding companies that have a Best's Rating Guide rating of B-minus or higher.

0.11 Certificate of Surety

Each bidder must accompany his bid with an appropriate certificate from a surety company duly authorized to issue bonds in New Jersey and satisfactory to the Owner, stating that such surety company will provide the bidder with the bonds in such sums as are required by the Contract Documents for the faithful performance of the Contract including the payment of the labor and material furnished in the prosecution thereof and the faithful performance of the contract provisions relating to Contract warranties and the repair and maintenance of the Contract Work and keeping the same in good and serviceable condition. All surety bonds in connection with the advertisement and award of this Contract must be written by a surety company whose qualification and authority to issue bonds in New Jersey has been certified by the New Jersey Commissioner of Insurance pursuant to the provisions of N.J.S.A. 17:17-1 et seq.

Where federal funding is involved in the Project, the surety company must also hold a federal Certificate of Authority as an acceptable surety (31CFR Part 223) and must be

listed on the Federal Treasury List (Department Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". Copies of this document may be obtained from the USEPA.

With respect to all payment and performance bonds in the amount of \$850,000 or more, the surety must hold a current Certificate of Authority issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. Sec. 9305, that is valid in New Jersey as listed annually in the United States Treasury Circular 570, all as required by and subject to the exceptions and exemptions of N.J.S.A. 2A:44-143.

With respect to payment and performance bonds in the amount of more than \$3.5 million, there are further certification requirements under N.J.S.A. 2A:44-143 which must be observed.

N.J.S.A. 2A:44-143 requires that a Surety Disclosure Statement and Certification be attached to the payment and performance bonds. The requisite form of such Certification is set forth in the Proposal pages herein. The Owner may not accept a payment bond or a performance bond unless the required Surety Disclosure Statement and Certification, complete in all respects and duly acknowledged according to Law, is attached thereto.

0.12 Obligation of Bidders

At the time of the opening of bids, each bidder will be conclusively presumed to have read and to be thoroughly familiar with the Contract Documents, including all addenda and interpretations issued. The failure or omission of any bidder to receive or examine the Contract Documents and any addenda thereto or interpretations thereof shall in no way relieve the bidder from any obligation in respect of his bid.

0.13 Examination of and Familiarity with Work

Each bidder must inform himself fully of the conditions under which the work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all plant, labor, material, equipment, facilities and services necessary to carry out the provisions of the Contract Documents, and to complete the required work for the consideration set forth in the bid.

Bidders are expected to read and become familiar with the Contract Documents, including all addenda; to visit the site of the work; to make their own estimates of the plant, labor, material, equipment, facilities and services needed to perform the work; to make any required tests and inspections and to evaluate the difficulties attending the execution of the proposed Contract, including local conditions, site conditions, location and availability of utilities, labor, transportation facilities, uncertainties of weather, subsurface conditions and other contingencies. In no case will the Owner or the Engineer assume any responsibility whatsoever for any interpretation, deduction or conclusion to be drawn from the Contractor's examination of the site. Failure to become aware of all conditions affecting the work will not relieve the successful bidder from assuming all responsibility for estimating the difficulties and cost of successfully performing the

complete work. The failure or omission of any bidder to receive or examine any form, instrument or document; or to make any required tests or inspections shall in no case relieve any bidder from any obligation under the Contract Documents.

Neither the Owner nor the Engineer make any express or implied representations or warranties as to the accuracy of the information shown on drawings of previous construction or any interpretation of same. The Contractor shall ascertain by his own field inspections the accuracy of the information shown on any existing drawings or reports.

0.14 Bidder Responsibility

The prime Contractor (the bidder) shall perform on the site and with its own organization, work equivalent to at least 51% of the total amount of work to be performed under this Contract. This percentage may be reduced by a supplemental agreement to this Contract if during the performance of the work the Contractor requests a reduction and the Owner determines that the reduction would be to the advantage of the Owner.

Each bidder shall submit experience, and equipment information as described below with and as a part of its bid:

(Nothing required herein shall be construed as limiting the right of the Owner or Engineer to request any bidder to supply clarifying or additional information concerning the bidder's responsibility.)

- A. The bidder's performance record with listing of work of similar character and size which he has constructed, giving the names of the Owners, dates built and construction cost.
- B. A tabulation of other work now under contract, giving location, type, size, total cost, required date of completion and the percentage of completion (to the date of this bid) of each job.
- C. An itemized list of equipment owned, leased or controlled, which will be available for use on the Contract (See Proposal Pages).
- D. A listing of the work identified in N.J.S.A. 40A:11-16 which the bidder will subcontract and the names and addresses of the subcontractors (See Proposal Pages).
- E. Evidence, in the case of a corporation organized under the laws of any other state, that the bidder has been issued a certificate of authority to transact business in this State
- F. In the case of a corporation, the names and addresses of the stockholders holding 10% or more of that corporation's stock (See Proposal Pages) and the names and addresses of all corporate officers and directors.

- G. Evidence, in the case of a partnership, as to whether the partnership is general or limited and identifying the names and addresses of all partners and indicating whether they are general or limited partners (See Proposal Pages).
- H. Evidence, in the case of a joint-venture bidder, as to the parties to the joint venture, a statement of the individual responsibilities of each party to the joint venture agreement and such other information as may be pertinent to each of the joint venture's responsibility to fulfill the obligations of the Contract.
- I. All information and certification required in the Contract Documents shall be separately stated for each member of the joint venture.
- J. The largest amount of construction work which the bidder has done in any one year (state the year).
- K. Such additional information as will satisfy the Owner and the Engineer that the bidder is responsible and is adequately prepared to fulfill the requirements of the Contract.

The Owner and the Engineer may in addition make such investigations as they deem necessary to verify the responsibility of the bidder to perform the Contract, and the bidder shall furnish the Owner with all additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the bidder, or the investigation of such bidder fails to satisfy the Owner that such bidder has the responsibility to properly carry out the obligations of the Contract.

Before taking final action to reject a low bid for lack of bidder responsibility, the Owner shall notify the low bidder and afford such bidder an opportunity to request a hearing before the Owner to present any additional information concerning the low bidder's responsibility.

0.15 Rescission of Award

It is expressly understood and agreed by the bidder that, in addition to and not in lieu of any other provisions of the Contract Documents, the Owner may condition any award made by it upon consummation of financing and/or upon receipt of the necessary approvals of the State and Federal agencies involved and, further, may, at any time, rescind any award made by it, if financing satisfactory to the Owner cannot be consummated as contemplated, if such financing does not continue to be available on terms satisfactory to the Owner, if the requisite State and Federal agencies do not approve said Contract, or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the work.

0.16 Failure of Bidders to Enter Contract

On a date and time to be set by the Owner and notified to the successful bidder, but in any case within twenty-one (21) days, Sundays and holidays excepted, after notification

of the award of the Contract, the successful bidder shall deliver to the Owner, in quadruplicate, the duly executed Contracts. The successful bidder shall simultaneously deliver to the Owner an executed Performance Bond of a responsible surety company authorized to issue bonds in New Jersey and satisfactory to the Owner, as specified herein, and evidence of all insurance coverage required in the Contract Documents (consisting of certificates of insurance and copies of the policies with all endorsements).

The Contractor shall also submit at that time a detailed Cost Breakdown as further described in the Article of the Information for Bidders, entitled, "Cost Breakdown, Construction Schedule and Shop Drawing Schedule." This Cost Breakdown must be satisfactory to the Owner prior to the Owner's signing the Contract and may or may not, in the discretion of the Engineer, be used by the Engineer as a basis for evaluating periodic Applications for payment.

The Contractor shall also submit at that time a detailed Construction Schedule Bar Graph and detailed Shop Drawing Submission Schedule, which are further described in the Article of the Information for Bidders, entitled, "Cost Breakdown, Construction Schedule Bar Graph and Shop Drawing Submission Schedule" and which must be satisfactory to the Owner prior to the Owner's signing the Contract. The submission of the foregoing documents in a form satisfactory to the Owner shall be a condition precedent to the Owner's execution of the Contract. Copies of the referenced documents shall be provided to the Engineer at the same time.

Should the successful bidder fail or refuse to execute and deliver the Contract, bonds, evidence of insurance, Cost Breakdown, Construction Schedule Bar Graph, Shop Drawing Submission Schedule, or any of them, satisfactory to the Owner, within twenty-one (21) days after the Contractor has received notice of the award, Sundays and holidays excepted, or within such further time period as the Contractor and Owner may in writing agree, the Owner shall have the right to declare the amount of the Contractor's bid security to be forfeited to the Owner, as liquidated damages for such failure or refusal.

0.17 Security for Faithful Performance and Maintenance (Bonds)

The execution of the Contract is contingent *inter alia* upon the Contractor's furnishing of the Performance Bond as set forth herein.

The Performance Bond shall be in a sum equal to 100% of the accepted bid as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection with the Contract. The Performance Bond shall remain in effect until completion and acceptance by the Owner as specified in the Article of the Contract, entitled "Final Estimate and Payment"; and the furnishing of the Maintenance Bond to cover the Contractor's obligations specified in the Article of the Contract, entitled "Maintenance Period".

The Maintenance Bond shall be in a sum equal to 50% of the Contract Price, as security for the faithful performance of the Contract during the Maintenance Period, as specified in the Articles of the Contract, entitled "Warranty" and "Maintenance Period". The

Maintenance Bond shall be furnished to the Owner prior to completion and acceptance by the Owner as specified in the Article of the Contract, entitled "Final Estimate and Payment" and shall remain in effect for a period of two (2) years from such completion and acceptance.

The Performance Bond and Maintenance Bond shall be in the forms included in the Contract Documents, or in equivalent forms which have received the prior approval of the Owner's Attorney.

An attorney-in-fact who signs any bonds must file with each bond a certified copy of his power of attorney authorizing him to execute said bonds on behalf of the surety.

All bonds issued for this project must be issued by bonding companies which have a Best's Rating Guide of B-minus or higher.

0.18 Interference or Delay

Insofar as possible, the Contractor in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or subcontractor on this Contract or on any other on-going project contracted for by the Owner, or operations conducted by the Owner, whether or not they are directly associated with this Contract. All contractors will be required to cooperate to the end that the projects will be brought to a successful conclusion as rapidly as possible, but the Owner cannot guarantee that no interference or delay will be caused thereby. The Contractor shall have no recourse against the Owner for any damages whatsoever with regard to any interference or delay occasioned by the work or operations of the Owner or of others with that of the Contractor or that of his subcontractors. The Contractor shall refer to the requirements of the Article of this Information for Bidders, entitled, "Cost Breakdown, Construction Schedule and Shop Drawing Submission Schedule."

0.19 Lines and Grades

Attention of bidders is directed to the following specific requirements regarding the establishing and transferring of lines and grades.

- a) The Engineer will establish a benchmark as shown on the Contract Drawings. The Contractor shall run all offset lines, set the drive stakes, set batter boards, and take all other measurements in order to lay out the work in accordance with the Contract Documents. The Contractor shall be aware that the alignment may change slightly due to the existing utilities.
- b) No separate payment will be made to the Contractor for the cost of establishing lines and grades or for the cost of assisting the Engineer in checking of such work or for delay in checking such work, but the cost thereof shall be included in prices bid for the various items.

Bidders shall also note further requirements as explained in the paragraph entitled, "Line, Grades and Measurements" as set forth in the General Requirements of the Specifications.

0.20 Insurance Requirements

The Contractor shall not commence any work under the Contract until the Contractor has obtained, at the Contractor's own expense, all insurance as set forth in the Contract Article entitled, "Insurance" and has delivered Certificates of Insurance and copies of the required insurance policies with all required endorsements and indemnifications to the Owner and Engineer, and as required by the Article of this Information for Bidders entitled, "Failure of Bidders to Enter Contract." The Contractor shall not permit any subcontractor of any tier to begin work until the required insurance and evidence of insurance has been provided to the Owner and Engineer by the subcontractor. Such insurance and evidence of insurance must be in a form satisfactory to the Owner.

The Township of Hamilton, Atlantic County and Mott Watkins Associates shall be additionally insured on all Certificates of Insurance submitted by the Contractor.

0.21 Time Limit

The Contractor is required to begin work within ten (10) calendar days of Contractor's receipt of a written Notice to Proceed issued by the Owner. The Contractor shall prosecute the work diligently and uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within sixty (60) consecutive calendar days from the day of the Contractor's receipt of the written Notice to Proceed. Failure to complete the Contract within this prescribed time period will result in the assessment of liquidated damages in accordance with Article XXII in the Contract section of these specifications. The Contractor shall comply with all provisions in the Contract Documents regarding intermediate times of completion of construction.

The Contractor shall complete certain minimum amounts of work under this Contract by specified times as shown in the following Schedule of Intermediate Completion Times.

Intermediate Completion	Minimum Percentage Dollar
Time, In Consecutive	Value of Work Required to
Calendar Days After	be Completed Under the
Contractor's Receipt of Written	Contract Shown
<u>Notice to Proceed</u>	<u>(Total Base Bid)</u>
30	50%
60	100%

Time is of the essence for final completion of all work within the time limit established from the Contractor's receipt of the Notice to Proceed and for intermediate completion of the work covered by the Base Bid by the above Intermediate Completion Times. All work shall be completed within sixty (60) calendar days of the Notice to Proceed or subject to liquidated damages of \$500.00 per day.

0.22 Damages

The bidder shall refer to the Article of the Contract entitled, "Damages and Liquidated Damages".

0.23 Site Conditions

Bidders are required to make any investigations of site conditions bidder shall deem necessary. However, prior to any site investigation, the bidder shall obtain the permission of the Owner and the bidder shall ascertain the location of underground utilities and structures. The bidder shall be responsible for any damage caused by the bidder, shall restore the site to its original condition and shall repair any damage resulting from such investigations. In addition, prior to undertaking any on-site investigations, the Bidder shall furnish the Owner with a certificate of insurance that is in accordance with the Contract Article, entitled "Insurance".

0.24 Cost Breakdown, Construction Schedule and Shop Drawing Submission Schedule

On a date and time set by the Owner and notified to the successful bidder, but in any case within twenty-one (21) days, Sundays and holidays excepted, after notification of the award of the Contract, the successful bidder shall deliver to the Owner and the Engineer (in addition to the other documents referred to in the Article of the Information for Bidders entitled, "Failure of Bidders to Enter Contract"), a detailed Cost Breakdown, a detailed Construction Schedule Bar Graph and a detailed Shop Drawing Submission Schedule. The breakdown and schedules are for the review of the Owner and the Engineer who may elect to comment upon the contents as it may suit their respective interests. No Contract will be signed by the Owner until these documents are satisfactory to the Owner and Engineer and the Contractor hereby agrees to any extension of the time limit set forth in N.J.S.A. 40A:11-24(b) necessary for this purpose.

A cost breakdown is not required for contracts with all unit price items.

Neither the comments upon nor the acceptance of the Cost Breakdown or Construction Schedule Bar Graph or Shop Drawing Submission Schedule by the Owner or Engineer shall relieve the Contractor of his responsibility for the means, methods, techniques, sequences and procedures of construction, or for the safety precautions and programs incident thereto; and neither the Owner nor the Engineer will be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The detailed Cost Breakdown will be a reference document to which the Owner and Engineer may (but need not) refer in determining the value of the work-in-place in order

to approve the periodic Applications for Payment. The detailed Cost Breakdown must be sufficiently detailed to permit complete appraisal of the work to the degree that will permit all parties to be fairly treated. This breakdown will not necessarily be used as a basis for determining the cost of any change orders that might occur during the period of construction.

- The Cost Breakdown shall set forth, in detail, a true and representative breakdown of costs, by each major Specification Division, for each of the individual components listed in the Scope of Contract; and shall include the expected delivered costs of all materials and equipment to be installed and the costs for the plant, labor, construction equipment, facilities, services and overhead to be incurred in connection with each such component and in connection with the Contract generally. The Cost Breakdown must also include line items for testing and maintenance, where applicable. The Cost Breakdown shall, as nearly as possible, reflect the true cost of each item, and the Owner reserves the right to reject the Cost Breakdown if the Owner considers it unbalanced, unreasonable, unsatisfactory or lacking in detail. The burden of proof shall be upon the Contractor to substantiate the correctness of the proposed Cost Breakdown as fit for its intended purpose. If the Contractor fails to provide a Cost Breakdown satisfactory to the Owner, the Owner shall, in its sole discretion, have the right to have a Cost Breakdown supplied by the Engineer and, in such case, the Contractor agrees to be bound by the Cost Breakdown to be supplied by the Engineer. In preparing his bid, the Contractor shall limit mobilization costs in accordance with N.J.A.C. 7:14-2.9(b).

The Construction Schedule Bar Graph must be submitted on a date and time set by the Owner and notified to the successful bidder, but in any case within ten (10) days, Sundays and holidays excepted, after notification of the award of the Contract.

The Construction Schedule Bar Graph is to be a graphical representation of all significant construction and construction-related activities indicating their duration and the concurrence with the various contract activities.

The Construction Schedule Bar Graph must be in accordance with the calendar days permitted for construction and the Intermediate Completion Times and must indicate appropriately the percentage of work scheduled for completion by any given day of the Schedule.

The Construction Schedule Bar Graph must be in accordance with the calendar days permitted for construction and the Intermediate Completion Times and must indicate appropriately the percentage of work scheduled for completion by any given day of the Schedule.

The detailed Shop Drawing Submission Schedule must account for each item for which shop drawings are required, must indicate the equipment manufacturer proposed for use and the time frame estimated from first submittal to projected final approval of any item.

The Contractor shall enter his actual progress on the Construction Schedules and shall deliver copies to the Owner and Engineer at least once each month. If at any time, in the opinion of the Owner, progress is not being maintained as required by the Construction Schedules, amendments shall be made to the Schedules to regain the progress in the work required by the Contract Documents, without additional cost to the Owner. In this circumstance the Owner may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for review any amendments to the Construction Schedules as the Owner deems necessary to demonstrate how the required rate of progress will be regained. The amendments shall be subject to the review of the Owner, but action or inaction by the Owner shall not relieve the Contractor of any responsibility under the Contract. Failure of the Contractor to comply with the requirements of the Owner shall be grounds for the Owner to order the Contractor to discontinue the work under the Article of the Contract entitled, "Right of the Owner to Terminate the Contract or Give a Three (3) Day Deficiency Notice".

Further, the Contractor may be required by the Owner to submit supplementary construction schedules, concurrent with applications for monthly progress payments, which will show the order in which the Contractor will start various parts of the work and the estimated dates of completion of these parts. Such submissions, acceptable to the Owner and Engineer, shall be a prerequisite for consideration of applications for progress payments and shall be revised to indicate the progress of the work and the projected schedule at the time of the applications for the progress payments.

0.25 Field Measurements

The Drawings show existing conditions only in a general way, and it shall be the responsibility of the Contractor to verify all distances and locations in the field.

0.26 Preconstruction and Progress Video

The following are the requirements for Preconstruction and Construction video:

1. The Contractor shall furnish a video showing the state of the project and all stages of construction as deemed appropriate by the Engineer.
2. The video shall be forwarded to the Engineer as completed. All videotapes shall be referenced to indicate pertinent project information, including location and view, description of subject and names of the Owner, Engineer, Contractor and Photographer.
3. The Contractor shall furnish video showing the existing condition prior to the start of site and access clearing and construction. Special attention shall be given to environmentally critical areas and areas outside of the public right-of-way. Video shall be referenced by station so that upon completion of the construction, or during construction, if necessary, subsequent videos can be taken from the same control points.

4. The Contractor shall provide one video per month, as specified above, during the course of the project. A pre-construction video will also be required, prior to start of work.
5. The Engineer, at his discretion, may direct the manner, method, and units of the construction to be videotaped; therefore, before the video is to be taken, the Contractor shall notify the Engineer at least 24 hours in advance.

Video shall be referenced by exact location station so that upon completion of the construction, or during construction, if necessary, subsequent video can be taken from the same control points.

In the event that the Contractor delays in complying with above requirements, the Engineer, in conjunction with the Owner, may call in an experienced photographer to take such video and the cost thereof shall be borne by the Contractor.

0.27 Subsurface Structures and Utilities

The Contractor will be held solely responsible for locating and protecting all underground utilities and structures affected by Contractor activities or the work; including, but not limited to, utilities and structures of the Owner, and the Contractor shall comply with all applicable provisions of the Underground Facility Protection Act (PC 1994, C. 118). The Contractor shall notify, in writing, the owners of all utilities and structures that will or may be affected by the nature and scope of the project or the Contractor's operations. The Contractor shall, at his own expense, arrange with the owners of all such utilities and structures for the location of their utilities and structures, and shall be responsible for the protection of subsurface structures and utilities, and shall pay all charges, costs and fees in connection therewith at his own expense.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the work. All required test pit excavations are to be performed prior to the start of work to locate existing subsurface piping and structures at the expense of the Contractor.

0.28 Materials and Equipment

In order to establish standards of quality, the Engineer, in the detailed Specifications, may have referred to certain products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equivalent or better quality by other suppliers or manufacturers where fully suitable in design and manufacture.

The Contractor's bid must be based upon the materials and equipment named in the Specifications, or materials and equipment of equivalent quality and effectiveness. The

first named supplier shall be considered as the standard of reference, for the Engineers design and for the equivalency determination to be made by the Engineer.

Equivalent Materials and Equipment

Following execution of the Contract with the successful bidder, the Contractor may then submit to the Engineer for consideration the use of materials and equipment that the Contractor believes to be equivalent to or better than those specified.

To be considered an equivalent, the materials and equipment must be shown by the Contractor to meet all requirements of the Specifications herein; be of similar type, function and quality; be cost effective, as compared to the materials and equipment named, in all respects, including first costs, operating costs and maintenance costs; and must perform satisfactorily.

Substitution of Materials and Equipment

The procedure to be followed for review of proposed substitutions for the materials and equipment not equivalent to those specified is as follows:

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 a written application to the Engineer for acceptance thereof, certifying that the proposed substitute will be similar and of equal or better substance and quality to that specified, will be suited to the same use and will perform properly the same functions as that specified.

The application will 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 warranties, maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such a 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 evaluating the proposed substitute.

The Engineer may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute. The Engineer will be the sole judge of acceptability and no substitute will be ordered or installed without the Engineer's prior written acceptance. 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.

Equivalent Materials and Equipment and Substitutions

The following provisions shall apply to both the furnishing of equivalent materials and equipment and to substitutions.

It shall be the responsibility of the Contractor to ensure that materials and equipment to be furnished fit the space available. The Contractor shall make necessary field measurements to ascertain space requirements, including those for connections.

All redesign or other additional costs incurred by the Owner as a result of the Contractor's furnishing equivalent materials and equipment or substitutions shall be borne by the Contractor.

All materials and equipment must be new unless expressly stated otherwise in the Contract Documents.

The Engineer will record the time required by the Engineer and the Engineer's consultants in evaluating the Contractor's proposals for equivalent materials and equipment for substitutions for items named in the specifications and in making changes in the Drawings or Specifications occasioned thereby.

Whether or not the Engineer accepts a proposed equivalent or substitute, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's consultants for evaluating any proposed substitution for named items.

Following review and acceptance by the Engineer and Owner, the Contractor may proceed with ordering and installing the equivalent or substituted materials and equipment.

0.29 Construction Terms and Conditions

The bidder is advised that the terms and conditions set forth in the Contract Documents will be rigidly enforced. This Information for Bidders is included as part of the Contract Documents.

0.30 Nondiscrimination Provisions

Bidders are required to comply with all applicable Federal and State Statutes, Rules and Regulations including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000D-4A) and the discrimination and affirmative action provisions of N.J.S.A. 10:2.1 through 10:2-4, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et seq., and the rules and regulations promulgated pursuant thereto.

Bidders must submit with their initial bid a signed certification stating that it and its subcontractors shall comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Against Discrimination (N.J.S.A. 10:5-1 et. seq.), and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et. seq.

Successful bid contractors are required to submit a copy of their "Certificate of Employee Information Report" or the pink copy of the AA-302 form within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner. Failure to do so will result in the bid being rejected as non-responsive. This requirement is statutorily based and monitored by the State.

Successful bidders shall, upon request, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

0.31 State Mandatory Affirmative Action Language, Construction Contracts

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.

Americans with Disabilities Act of 1990

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. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act 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 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 must 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 proceedings 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.

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.

Business Name (Print): _____

Representative's Name (Print): _____

Representative's Title: _____

Representative's Signature: _____

Phone: _____ **Date:** _____

Pay to Play Advisory

**Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

0.32 Solid Waste Disposal

The bidder is directed to N.J.A.C. 7:26-1, et seq., Rules of the Department of Environmental Protection, Division of Waste Management. The Contractor shall be required to follow the applicable rules and regulations. In general, these regulations require that all solid wastes (including, without limitation, concrete, black top, demolition or construction debris, unacceptable fill, etc.) must be disposed in an approved, licensed disposal facility. Also, any truck hauling this type of material to a landfill must have a permit issued by the Bureau of Registration and Permit Administration, NJ Department of Environmental Protection, 840 Bear Tavern Road, Trenton, NJ 08625.

Prior to the removal of any solid waste material from the site, the Contractor shall submit a written statement from a licensed solid waste disposal facility operator which grants the Contractor permission to use the facility for the disposal of materials originating at the Owner's project site.

Under the price bid, the bidder shall include the cost of all permit and disposal fees and hauling costs that may be necessary for compliance with all applicable laws and regulations.

0.33 New Jersey State Sales and Use Tax Exemption

Materials and equipment purchases for permanent installation in the project will be exempt from the New Jersey State Sales and Use Tax. Each Bidder shall take this exemption into account in calculating his bid. It shall be the Contractor's responsibility to file the necessary exemption applications.

0.34 Allowances

NOT IN CONTRACT

0.35 Department of Labor, Safety and Health Regulations

The Contractor shall comply with all applicable requirements of the Federal Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1972 (P.L. 91-596) and under Section 108 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).

0.36 Prompt Payment

Provided the Contractor is performing all obligations required under the Contract Documents, the Owner agrees to make payment to the Contractor at least once each month as the work progresses and to retain only such amounts as may be permitted by law and the Contract Documents.

0.37 Construction Plans and Specifications

Upon award of the Contract, the Contractor may obtain, free of charge, four (4) complete sets of Drawings and Specifications. Additional sets of Drawings and Specifications may be purchased by the Contractor for the deposit amount set forth in the Notice to Bidders.

0.38 Bidders Referred to Laws and Safety

The attention of the bidders is especially directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, including particularly all safety regulations. The provisions of the U.S. Occupational Safety and Health Act (OSHA) and its implementing regulations and all safety standards promulgated thereunder shall be observed by the Contractor in the performance of the Contract, whether or not they would otherwise be applicable.

Such provisions refer to obstruction of streets, traffic safety, open burning, maintaining of signals, excavation, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the Contractor and his employees in the prosecution of the work and his relation to any political subdivision or person. All applicable laws, statutes, ordinances and regulations shall be obeyed and complied with by the Contractor, his subcontractors and all of his representatives, including, without limitation, all applicable provisions of Federal and New Jersey State Labor Laws.

The Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of his operations during performance of the work. This requirement will apply continuously 24 hours a day until final acceptance of the work by the Owner and shall not be limited to normal working hours.

Construction observation of the Contractor's performance by the Engineer is not intended to and shall not include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

"The Contractor shall provide in writing, prior to beginning any work, who his "competent person" will be for the project and emergency phone numbers. Prior to beginning any work, the Contractor shall also submit emergency action plans, where applicable and as required by OSHA, Title 29 CFR, Section 1910 and Part 1926. In addition to any required by OSHA, a written emergency action plan shall be required for confined space entry, trenching/excavation, underground and overhead utilities. In addition, no work shall commence without the Contractor contacting the utility mark-out firm (1-800-272-1000) or any other utilities not contracted with the utility mark-out firm for a mark-out prior to construction. In addition, prior to commencing any work, if the utility mark-out firm or other utilities have been contacted for a mark-out and there have been no utilities marked on the ground when work is ready to commence, the Contractor is not to assume that there are no utilities in the area and shall confirm this by recontacting the utility mark-out firm and/or utility companies to insure that there are in fact no utilities in the area."

0.39 Subcontractor Requirements

The laws pertaining to public bidding in the State of New Jersey require that a prime contractor list his subcontractors at the time of bid for any of the following subcontracted work: Structural Steel and Ornamental Iron, Plumbing work and Gas Fitting and all kindred work, Steam and Hot Water Heating and Ventilating Apparatus, Steam Power Plants and kindred work, and Electrical work.

The contractor shall not sublet, transfer, assign and sell or otherwise dispose of the contract or any portion thereof, or of the work provided therein, or of his right, title or interest therein to any purpose, firm or corporation without the written consent of the Owner. No subcontractor will be approved by the Owner until evidence has been presented that a surety bond will be supplied to the subcontractor to cover the work and materials used in that particular subcontract. Said bond shall be drawn in favor of the general contractor and Owner as joint obligee and shall recite the fact that the original contract has been entered into as well as the subcontract which the bond immediately covers.

The provisions regarding Affirmative Action and the Americans with Disabilities Act shall apply to any/all subcontractors.

0.40 Pre-Construction and Construction Conferences

Before construction is started, preconstruction conferences shall be held. During the first conference the Owner, his Engineer, and the Contractor will discuss the procedures to be followed by the Contractor during the construction process.

The Contractor will also be required to attend a preconstruction conference attended by all utility companies and State and local authorities.

A third conference, if necessary, may include representatives of the Owner, Engineer, Contractor, EPA, U.S. Army Corps of Engineers, and NJDEP and would concern compliance with State and Federal regulations and the environmental plans and specifications.

During the construction, job meetings shall be held at frequent intervals to review construction and restoration progress and to resolve difficulties that might delay completion of the work. Attendees at these meetings shall include representatives of the Owner, the Engineer and the Contractor.

0.41 State Wage Rates

The Contractor's attention is directed to the prevailing wage rates listed on the SWR pages and to the applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All applicable provisions of said Prevailing Wage Act and Amendments thereto shall be considered part of this Contract and made a part hereof.

The Bidder does also declare and represent that in the event of any change of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the Owner for the work of construction of the project, or at any time thereafter, the new rates,

if applicable, will become minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder and no such increase will be granted by the Owner as a result of such change.

The Contractor is specifically directed to the following requirements as set forth by the Act (to the extent applicable):

- a. All workmen engaged in the performance of services directly under this public work Contract shall be paid not less than the prevailing rate of wages as specified.
- b. Each Contractor and subcontractor shall keep an accurate record showing the name, craft trade, and actual hourly rate of wages paid to each workman employed by him in connection with said public work. Records shall be preserved for two years from date of payments.

- c. The Contractor and Subcontractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.
- d. In the event that it is found that any workman employed by the Contractor or any Subcontractor covered by such a Contract is paid less than the required wage rates, 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 required wages, and to prosecute the work to completion or otherwise, and the Contractor and his Surety shall be liable to the Owner for any excess costs occasioned thereby.
- e. The Contractor and Subcontractors shall file written statements to the Owner certifying to the amounts then due and owing from them to any and all workmen or wages due on account of said work. Said statements shall be filed prior to the final payment certificate and again prior to the final payment of any retained percentage funds by the Owner. The statements shall set forth the names of the persons whose wages are unpaid (if any) and the amount due to each. The statements shall be verified by the oath of the Contractor or Subcontractor as the case may be.
- f. Whenever the State and Federal Wage Rate Determinations list different minimum rates of pay for the same class of worker, the Contractor and all Subcontractors shall pay the higher of the two rates.
- g. Fringe benefits are part of prevailing wage rates; employers not paying these fringe benefits to a party designated in a collective bargaining agreement shall pay benefits directly to employee on each pay day.

Each bidder shall read carefully and fully said published wage rates, and shall predicate and bid on said rates as minimum requirements. Submission of bid shall imply that Bidder has carefully inspected all said wage rates, that the Bidder is thoroughly familiar with all provisions of the Prevailing Wage Act and that should he be awarded a contract, he will fully and faithfully comply with all provisions of the Prevailing Wage Act.

0.42 Change Orders

During the course of the construction of the Project, it may be necessary to make modifications to the Contract. If a modification should become necessary, it shall be made only in writing and in accordance with. N.J.A.C 5:34-1 et. Seq.,

0.43 Project Observation

The Contractor's attention is directed to the fact that Mott Watkins Associates or any other Engineer authorized by the Owner, will provide observation services, which will include observing the progress and quality of the executed work and determining, in general, if the work is proceeding in accordance with the Contract Documents.

0.44 Observer's Service for Saturdays, Sundays, Holidays and Off-Hours

The excess cost of wages, overhead and fees of observers employed or engaged by the Owner shall be paid by the Owner except that the cost of such services required any time on Saturdays, Sundays, or legal holidays, or on weekdays outside the hours of 8:00 A.M. to 4:30 P.M. inclusive, shall be borne by the Contractor if the Owner so elects. The Owner reserves the right to deduct from the Contractor's payments and shall be retained by the Owner, an amount sufficient to cover the excess cost of wages, overhead and fees paid by the Owner to any observer or observers necessarily employed on the work outside the above-mentioned times, such amount to be determined on the basis of actual cost of wages, overhead and fees.

For purposes of this clause, the term "excess cost" refers to overtime premia, etc., caused by the non-regular workdays and hours.

0.45 American Goods and Products

All bidders are advised that in accordance with the requirements of the Local Public Contracts Law 40A:11-18 only manufactured and farm products of the United States, wherever available, shall be used in the Contract work. If the use of foreign products is required, the advance written approval of the Owner and Assistant Director, Municipal Wastewater Assistance Element (MWAE) of NJDEP is required.

0.46 Access to the Work

The representatives of the Federal Department of Labor, the New Jersey Department of Environmental Protection and the New Jersey Department of Labor and any other governmental entity having jurisdiction shall be afforded access to the work under this contract wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

0.47 Plant Organization Required

It is the purpose of the Owner to build the works under its charge in the shortest time consistent with good construction. To this end, the Contractor will be required to use improved methods and appliances for doing the various parts of the work. Complete and well-designed construction plants and effective organization will be insisted upon.

0.48 Quality of Materials and Workmanship

The attention of bidders is directed to the exacting requirements of the Contract requiring the Contractor to provide safe, watertight and otherwise adequate structures. The bidder shall realize fully that the first class materials and workmanship specified must be supplied in full measure in order to produce acceptable structures and equipment of the kind specified and as designed to give uninterrupted service for an extended period.

0.49 Dewatering Facilities

The Contractor shall provide suitable and adequate dewatering equipment to ensure satisfactory construction and maximum progress. This shall be included within the bid proposal price.

0.50 Connections to Existing Mains and Valve Operation

All connections to existing piping and facilities shall be made only after receiving permission from the Owner. Existing valves shall be operated only by the Owner's personnel.

0.51 Interruption in Traffic Flow

The plan for proposed interruptions or detouring of traffic shall be submitted to the Police Department for approval. Contractor shall notify the Municipal Clerk, Police Department, Fire Department, Emergency Medical Services and Transportation Coordinator of all Boards of Education serving the project area of approved traffic detour plans at least forty-eight (48) hours prior to their implementation.

0.52 Penalties for False Statements

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

0.53 Right-to-Know Labeling

All containers are required to provide New Jersey Right-to-Know labeling.

All containers, including shipping cartons, shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (NJAC 8:59-5).

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums and shipping cartons. (NJAC 8:59-1.3).

0.54 Extra Material on Hand

Existing facilities that are to be expanded or modified are sized and located in accordance with the best information available. The Contractor shall be prepared to accommodate changes in the size or location by maintaining at the job site additional pipe, fittings and valves in the ranges of sizes being dealt with. This additional material shall be available to prevent delays in construction.

0.55 Reference to General Requirements and Special Conditions

The attention of bidders is specifically directed to the General Requirements, and the Special Conditions of the specifications.

0.56 Debarment

The Contractor may be debarred, suspended or disqualified from contracting on any project financially assisted by the State of New Jersey or the New Jersey Department of Environmental Protection and Energy if the Contractor commits any of the acts listed in N.J.A.C. 7:1-5.2.

No work may be awarded to a Contractor or subcontractor who is included on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or who has been debarred, suspended or disqualified from New Jersey Department of Environmental Protection and Energy contracting pursuant to N.J.A.C. 7:1-5

0.57 Local Public Contract Law

40A:11-25. General power to provide qualification for bidders

The governing body of any contracting unit may establish reasonable regulations appropriate for controlling the qualifications of prospective bidders upon contracts to be awarded on behalf of the contracting unit, by the class or category of goods or services to be provided or performed, which may fix the qualifications required according to the financial ability and experience of the bidders and the capital and equipment available to them pertinent to and reasonably related to the class or category of goods or services to be provided or performed in the performance of any such contract, and may require each bidder to furnish a statement thereof; and if such governing body is not satisfied with the qualifications of any bidder as founded upon such statement, it may refuse to furnish the bidder with any plans or specifications for any public contract or consider any bid made by the bidder for any contract.

Prior to the adoption of any such regulations, a contracting unit shall submit them to a public hearing. Notice of the hearing and a general description of the subject matter of the regulations to be adopted shall be published in not less than two newspapers

circulating in the county or municipality in which the contracting unit is located. Publication shall precede by at least 20 days the date set in the notice for the hearing. The clerk or secretary of the governing body of the contracting unit shall keep a record of the proceedings and of the testimony of any citizen or prospective bidder. Within 10 days after the completion of the hearings, the proposed regulations and a true copy of the hearings shall be forwarded to the Director of the Division of Local Government Services for the director's approval. This approval shall be indicated by a letter from the director to the governing body of the contracting unit. If the director fails to approve or disapprove the regulations within 30 days of their receipt by the director, they shall take effect without the director's approval. The director may disapprove such proposed regulations only if the director finds that:

- (a) They are written in a manner which will unnecessarily discourage full, free and open competition; or
- (b) They unnecessarily restrict the participation of small businesses in the public bidding process; or
- (c) They create undue preferences; or
- (d) They violate any other provision of this act, or any other law.

If the director disapproves such proposed regulations within the 30-day period prescribed, they shall be of no force and effect and may not be required as a condition to the acceptance of a bid on any public contract by the contracting unit. Any appeal from a decision of the director to the Local Finance Board shall be subject to the provisions of the "Local Government Supervision Act (1947)", P.L.1947, c.151 (C.52:27BB-1 et seq.).

No qualification rating of any bidder shall be influenced by the bidder's race, religion, sex, national origin, nationality or place of residence or business.

Nothing contained in this act shall limit the right of any court to review a refusal to furnish any such plans or specifications or to consider any bid on any contract advertised.

Any such governing body may adopt a standard form of statement or questionnaire for bidders on public works contracts, and in such case their action shall be governed as provided herein.

L.1971, c. 198, s. 25; amended 1999, c. 440, s. 32.

40A:11-26. Standard questionnaire; effect of unsatisfactory answers

The governing body of any contracting unit may adopt a standard form of statement or questionnaire for bidders and may require from any person proposing to bid upon any such contract a statement or answers showing the bidder's financial ability and experience in performing public sector work and describing the equipment available to such bidder in the performance of such contract, and if not satisfied with the sufficiency of this statement or answers may refuse to furnish plans and specifications to the bidder.

L.1971, c. 198, s. 26; amended 1999, c. 440, s. 33.

40A:11-27. Standard statements and questionnaires; prospective bidders; responses

Such statements and questionnaires shall be standardized for like classes of goods or services to be submitted to prospective bidders who may be required to respond to questions under oath. The statement or answer shall disclose fully the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts as may be required.

L.1971, c. 198, s. 27; amended 1999, c. 440, s. 34.

40A:11-28. Classification of prospective bidders; notice

Prospective bidders shall be classified as to the character and amount of goods or services contracts as to which they shall be qualified to submit bids, and bids shall be accepted only from persons so qualified. The classification shall be made and an immediate notice thereof shall be sent to the prospective bidders by certified or registered mail within eight days after the date of receipt of the responsive statement or answers.

L.1971, c. 198, s. 28; amended 1999, c. 440, s. 35.

40A:11-29. Reclassification of prospective bidders; request for; time limit

If any person, after being notified of a classification, shall be dissatisfied therewith or with the classification of other bidders, that person may request in writing a hearing before such governing body, and may present such further evidence with respect to the financial responsibility, organization, plant and equipment, or experience of that person or other prospective bidders as might tend to justify a different classification.

Where a request is made for the change of classification of another prospective bidder, the applicant therefor shall notify such other bidder by certified or registered mail of the time and place of hearing, as fixed by the governing body, and at the hearing shall present satisfactory evidence that the notice was served as herein required, before any matters pertaining to a change of classification of such other bidder shall be taken up. After hearing such evidence the governing body may, in its discretion, by appropriate action, change or retain the classification of any bidder.

No change in classification to be effective for any contract where bidding therefor has been duly advertised, shall be made unless the written request therefor shall have been received at least 20 days before the final day for submission of bids.

All requests for change in classification and notice of any action sent by certified or registered mail to the parties directly affected thereby, shall be acted upon by the governing body concerned at least eight days prior to the date fixed for the next opening of bids on any contract or contracts for which such persons might be qualified to bid as a result of the reclassification.

L.1971, c. 198, s. 29; amended 1999, c. 440, s. 36.

40A:11-30. Board of review upon classification; membership, et cetera

There is hereby established a board of review upon classification and reclassification of prospective bidders. This board shall consist of one member of the governing body of the contracting unit concerned and two citizens of the county or municipality to be designated by such governing body. In all counties having a county supervisor, he shall be a member of the board of review instead of one of the citizens. The clerk of the contracting unit shall be the secretary of the board of review and shall keep a complete record of its proceedings and decisions. The members of the board shall serve without compensation.

L.1971, c. 198, s. 30, eff. July 1, 1971.

40A:11-31. Reconsideration by board of review; request for; time limit

Any prospective bidder who is dissatisfied with an original classification or reclassification may upon receipt of notice thereof, request in writing a hearing of the matter before the board of review. The request shall be filed with the contracting agent and the secretary of the board.

The board shall hold a hearing at which the prospective bidder shall be entitled to be heard and to submit additional information.

The board shall review the responsibility of all prospective bidders who have filed statements or answers, considering both the statement, answers and any additional information given at the hearing, and shall certify to the contracting unit concerned, its decision as to the original classifications or reclassifications, if any. The decisions shall be made by a majority vote.

In order for any change in classification by the board to be effective for a contract previously advertised, the request shall be filed not less than five days prior to the final day for submission of bids, and the board shall hold a hearing and act upon the request not less than two days prior to the date fixed for the next opening of bids on any public works contract for which such prospective bidders might be qualified to bid as a result of the reclassification.

L.1971, c. 198, s. 31; amended 1999, c. 440, s. 37.

40A:11-32. Rejection of bids after qualification of bidder; hearing

Nothing herein contained shall be construed as depriving any governing body of the right to reject a bid at any time prior to the actual award of a contract, where the circumstances of the prospective bidder have changed subsequent to the qualification and classification of the bidder, which in the opinion of the awarding contracting unit would adversely affect the responsibility of the bidder. Before taking final action on any such bid, the contracting agent concerned shall notify the bidder and afford the bidder an opportunity

to present any additional information which might tend to sustain the existing classification.

No person shall be qualified to bid on any contract unless that person shall have submitted a statement or answers as herein required within a period of six months preceding the date of opening of bids for the contract, if the bidders thereon are required to be classified hereunder. In any case where the contracting unit shall require classification of the bidders in compliance with these sections, each bidder on any contract shall be required to submit a statement listing the changes in the statement or answers herein required as part of the bidder's bid submission.

L.1971, c. 198, s. 32; amended 1999, c. 440, s. 38

State Wage Rates

NOTICE

To all Public Works Employers:

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires that certified payroll records must be submitted to the public body for each employee on the project. The General Contractor is responsible for ensuring that each sub-contractor submits the certified payroll within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, NJ 08625-0389, Telephone (609) 292-2259.



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 - ATLANTIC

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/23
Journeyman (Mechanic)	W44.23 B28.63 T72.86

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ATLANTIC

Craft: Boilermaker PREVAILING WAGE RATE

	01/01/23
Foreman	W53.50 B46.66 T100.16
General Foreman	W55.50 B47.71 T103.21
Journeyman	W48.50 B44.92 T93.42

Craft: Boilermaker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	38.07	39.03	40.03	41.00	41.99	42.97	43.93			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ATLANTIC

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 - ATLANTIC

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/23
Foreman	W35.45 B17.78 T53.23
General Foreman	W35.95 B17.78 T53.73
Mechanic	W33.95 B17.78 T51.73

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - ATLANTIC

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

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

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

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

County - ATLANTIC

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 - ATLANTIC

Craft: Carpenter PREVAILING WAGE RATE

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

Craft: Carpenter APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

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

Craft: Carpenter COMMENTS/NOTES

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

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

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ATLANTIC

- 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 - ATLANTIC

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

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

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

* Ratio is 1 apprentice to 2 journeymen. No more than 3 apprentices may be on any 1 project

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

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

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

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ATLANTIC

time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

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

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

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

County - ATLANTIC

Craft: Carpenter-Residential Construction

PREVAILING WAGE RATE

	10/20/22
Foreman	W50.97 B11.58 T62.55
Journeyman	W44.32 B10.78 T55.10

Craft: Carpenter-Residential Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	12% of	Appren	tice	wage rate	for all	intervals	+ \$5.46			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter-Residential Construction

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

RESIDENTIAL CONSTRUCTION:

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ATLANTIC

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 - ATLANTIC

Craft: Cement Mason

PREVAILING WAGE RATE

See " Bricklayer, Stone Mason" Rates

Craft: Cement Mason

COMMENTS/NOTES

See " Bricklayer, Stone Mason" Rates

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

County - ATLANTIC

Craft: Commercial Painter

PREVAILING WAGE RATE

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

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ATLANTIC

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - ATLANTIC

Craft: Diver PREVAILING WAGE RATE

	05/02/23
Diver	W58.41 B41.89 T100.30
Tender	W46.73 B41.89 T88.62

Craft: Diver APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefits	30.24	31.25	32.23	33.25						

Ratio of Apprentices to Journeymen - 1:4

Craft: Diver COMMENTS/NOTES

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

- Diver- will perform all Dive related tasks at hand.
- Tender- will provide Tending support to the in water Diver and who may also be designated as a Standby Diver .

Diving in Contaminated Water (including, but not limited to, radioactively contaminated water, sewer effluent combined sanitary and storm sewers, or any environment known to be harmful to those with skin contact): Shall receive an additional 20% of the hourly rate.

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, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceeding Friday and Sunday holidays will be observed the following Monday.

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

County - ATLANTIC

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/02/23
Foreman	W56.08 B41.89 T97.97
Journeyman	W46.73 B41.89 T88.62

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefits	24.51	26.53	29.34	32.29						

Ratio of Apprentices to Journeymen - 1:4

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

Creosote Handling:

- May 1st to Sept. 30th: + \$0.50 above hourly rate
- Oct. 1st to April 30th: + \$0.25 above hourly rate

Hazardous 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.
- A Dockbuilder/Pile Driver working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

FOREMAN REQUIREMENTS:

- When there are 3 or more Dockbuilders/Pile Drivers on a job, 1 shall be designated as a Foreman.

SHIFT WORK:

- Shift work pertains to both land and water work.
- When a 2 shift schedule (including a day shift) is established, the first shift shall start between 5:00 am and 8:00 am and work for 7 and one-half hours and receive 8 hours pay. The second shift shall start when the first shift ends and shall work for 7 and one-half hours and receive 8 hours pay.
- When a three shift schedule is established, all shifts shall work 7 and one-half hours and receive 8 hours pay.
- When there is no day shift, and a second or third shift is established, a worker shall be paid at time and one-half of the hourly rate.

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.

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

County - ATLANTIC

- 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, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceeding Friday and Sunday holidays will be observed the following Monday.

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

County - ATLANTIC

Craft: Drywall Finisher

PREVAILING WAGE RATE

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

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ATLANTIC

Craft: Electrician PREVAILING WAGE RATE

	01/10/23
Asst. General Foreman	W62.10 B54.72 T116.82
Foreman	W57.96 B51.50 T109.46
General Foreman	W67.28 B58.75 T126.03
Journeyman, Cable Splicer	W51.75 B46.67 T98.42
Lead Foreman	W59.51 B52.71 T112.22
Working Foreman, Welder, Crane Operator (all types)	W54.34 B48.69 T103.03

Craft: Electrician APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	16.30	20.70	23.40	27.63	31.87					
Benefits	7.94	9.19	9.95	11.16	12.36					

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 - ATLANTIC

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.

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

County - ATLANTIC

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

PREVAILING WAGE RATE

	05/02/23
Master Technician/Gen. Foreman (31+ Workers on Job)	W51.90 B38.44 T90.34
Senior Technician/Lead Foreman (21-30 Workers on Job)	W47.31 B36.98 T84.29
Technician A/Foreman (11-20 Workers on Job)	W45.18 B36.31 T81.49
Technician B/Working Foreman (4-10 Workers on Job)	W43.92 B34.91 T78.83
Technician C/Journeyman (1-3 Workers on Job)	W40.00 B32.66 T72.66

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

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.65	9.65	10.62	10.62	12.57	12.57	14.92	14.92		

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 - ATLANTIC

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 - ATLANTIC

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

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

County - ATLANTIC

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	01/10/23
Assistant General Foreman	W62.10 B54.64 T116.74
Foreman	W57.96 B51.38 T109.34
General Foreman	W67.28 B58.70 T125.98
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W25.88 B26.22 T52.10
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W36.23 B34.34 T70.57
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W43.99 B40.43 T84.42
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W20.70 B1.29 T21.99
Journeyman Lineman	W51.75 B46.51 T98.26
Lead Foreman	W59.51 B52.61 T112.12
Working Foreman	W54.34 B48.54 T102.88

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	10.35	10.97	11.57	12.20	12.81	13.43	14.05			

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

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

County - ATLANTIC

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- 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 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 - ATLANTIC

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

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

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

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

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

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

County - ATLANTIC

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	31.65	34.29	36.93	39.56	42.20	44.84	47.78			
Benefits	28.02	29.62	31.20	32.80	34.40	36.00	37.58			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - ATLANTIC

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/23
Helper over 5 years	W46.35 B42.03 T88.38
Helper under 5 years	W46.35 B41.11 T87.46
Mechanic (Journeyman) over 5 years	W66.21 B43.62 T109.83
Mechanic (Journeyman) under 5 years	W66.21 B42.30 T108.51
Mechanic in Charge (Foreman) over 5 years	W74.49 B44.28 T118.77
Mechanic in Charge (Foreman) under 5 years	W74.49 B42.79 T117.28
Probationary Helper (1st 6 months)	W33.11 B40.31 T73.42

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma	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.

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

County - ATLANTIC

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.

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

County - ATLANTIC

Craft: Glazier PREVAILING WAGE RATE

	05/02/23
Foreman	W50.68 B36.62 T87.30
Journeyman	W46.68 B36.62 T83.30

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	19.39	22.52	26.22	29.31						
Benefits	19.73	21.77	23.33	25.59						

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 = \$45.26/hr.

Double time = \$53.90/hr.

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

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

County - ATLANTIC

Craft: Heat & Frost Insulator **PREVAILING WAGE RATE**

	07/07/23	07/01/24	07/01/25
Foreman	W54.90	W0.00	W0.00
	B37.85	B0.00	B0.00
	T92.75	T95.50	T98.25
Journeyman	W53.40	W0.00	W0.00
	B37.85	B0.00	B0.00
	T91.25	T94.00	T96.75

Craft: Heat & Frost Insulator **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	45%	55%	65%	75%	80%					
Yearly	45%	55%	65%	75%	80%					
Benefit	34.60	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio = 1:4 on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company). There is no limit to the number of apprentices allowed on any one job, provided there is at least 1 journeyman on the job.

Craft: Heat & Frost Insulator **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:

- If there is only 1 Insulator on the job, he must be designated a Foreman.
- If there are 2 to 10 Insulators on the job, 1 must be designated a Foreman.
- If there are 11 or more Insulators on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Journeyman wage rate):
 - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
 - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

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

SHIFT DIFFERENTIALS

- Shift work must run for a minimum of two (2) consecutive days and a minimum of two (2) shifts per day must be worked. Additionally, no less than two (2) employees may work on any one (1) shift. If these requirements are not met then shift work would not apply and the applicable overtime rate shall be paid.
- 1st Shift- Monday through Friday (7:00 AM- 3:00 PM).
- 2nd Shift- Monday through Friday (3:00 PM - 11:00 PM): additional 15% of the regular rate, inclusive of benefits.
- 3rd Shift- Monday through Friday (11:00 PM - 7:00 AM): additional 20% of the regular rate, inclusive of benefits.
- When a single night shift is established by the project owner for work not accessible during the day (due to the building being occupied), Monday through Friday, work performed during a second shift (3:00 PM-11:00 PM) shall be paid an additional 20% of the regular rate, inclusive of benefits, and work performed during a third shift (11:00 PM-7:00 AM) shall be paid an additional 25% of the regular rate, inclusive of benefits.

OVERTIME:

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

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

County - ATLANTIC

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

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

County - ATLANTIC

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	07/07/23	07/01/24	07/01/25
Foreman	W54.90	W0.00	W0.00
	B37.85	B0.00	B0.00
	T92.75	T95.50	T98.25
Journeyman	W53.40	W0.00	W0.00
	B37.85	B0.00	B0.00
	T91.25	T94.00	T96.75

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 materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

FOREMAN REQUIREMENTS:

- If there is only 1 Asbestos Worker on the job, he must be designated an Abatement Foreman.
- If there are 2 to 10 Asbestos Workers on the job, 1 must be designated an Abatement Foreman.
- If there are 11 or more Asbestos Workers on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Abatement Mechanic wage rate):
 - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
 - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

MECHANIC-TO-APPRENTICE RATIO:

- Maximum of 5 Apprentices for each Abatement Mechanic on the job.

OVERTIME:

- Hours in excess of 8 per day, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - ATLANTIC

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W63.28 B34.92 T98.20	W0.00 B0.00 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W65.78 B34.92 T100.70	W0.00 B0.00 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W58.28 B34.92 T93.20	W0.00 B0.00 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ATLANTIC

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

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

County - ATLANTIC

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W52.02	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00
	T84.59	T86.59	T88.59	T90.59
General Foreman	W54.52	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00
	T87.09	T89.09	T91.09	T93.09
Journeyman	W47.02	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00
	T79.59	T81.59	T83.59	T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ATLANTIC

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

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

County - ATLANTIC

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

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

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ATLANTIC

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

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

County - ATLANTIC

Craft: Ironworker

PREVAILING WAGE RATE

	07/01/23
Foreman-Fence and Guardrail	W54.56 B36.94 T91.50
Foreman-Rod/Mesh	W59.78 B37.72 T97.50
Foreman-Structural	W60.93 B37.72 T98.65
Journeyman-Fence and Guardrail	W50.52 B36.94 T87.46
Journeyman-Rod/Mesh	W51.99 B37.72 T89.71
Journeyman-Structural	W52.99 B37.72 T90.71

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	66%	79%	88%							

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 - ATLANTIC

- 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:

For Rod/Mesh and Structural-

When wages are time and one-half, benefits = \$43.08.

When wages are double, benefits = \$48.44.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$41.91.

When wages are double, benefits = \$46.88.

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 - ATLANTIC

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than 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 - ATLANTIC

Craft: Laborer - Building

PREVAILING WAGE RATE

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

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than 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 nozzle men on gunite work.

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

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

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

SHIFT DIFFERENTIALS:

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

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

County - ATLANTIC

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

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

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

OVERTIME:

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

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

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

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

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

County - ATLANTIC

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%						
Benefits	23.98	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Heavy & General

COMMENTS/NOTES

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

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

County - ATLANTIC

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

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

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

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

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

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

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

County - ATLANTIC

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 - ATLANTIC

Craft: Millwright PREVAILING WAGE RATE

	05/04/23
Foreman	W64.35 B38.57 T102.92
Journeyman	W55.96 B33.62 T89.58

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.61		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

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

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

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

County - ATLANTIC

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 - ATLANTIC

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/07/22
Apprentice (1st year)	W29.15 B14.75 T43.90
Apprentice (2nd year)	W33.25 B25.70 T58.95
Foreman (Charge Person)	W42.05 B26.48 T68.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W37.28 B26.48 T63.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W41.05 B26.48 T67.53

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

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

County - ATLANTIC

Craft: Paperhanger PREVAILING WAGE RATE

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

Craft: Paperhanger APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMME	CIAL	PAINTER						
		R								

Craft: Paperhanger COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ATLANTIC

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 - ATLANTIC

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 - ATLANTIC

Craft: Plumber PREVAILING WAGE RATE

	05/04/23
Foreman	W53.97 B51.55 T105.52
Journeyman	W49.06 B51.55 T100.61

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	32.19	33.59	36.35	37.73	39.10	40.49	41.88	43.25	44.65	46.01

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 - ATLANTIC

Craft: Roofer PREVAILING WAGE RATE

	05/19/23
Foreman (5 workers or less)	W44.63 B34.62 T79.25
Foreman (6 workers or more)	W45.13 B34.62 T79.75
Journeyman	W42.63 B34.62 T77.25

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	23.39	27.89	34.62	34.62						

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 - ATLANTIC

Craft: Roofer - Shingle, Slate & Tile

PREVAILING WAGE RATE

	05/19/23
Foreman (3 workers or less)	W33.10 B22.10 T55.20
Foreman (4 workers or more)	W33.85 B22.10 T55.95
Helper	W16.43 B22.10 T38.53
Journeyman (shingle work)	W32.85 B22.10 T54.95

Craft: Roofer - Shingle, Slate & Tile

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	70%	80%							
Benefits	22.10	22.10	22.10							

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 - ATLANTIC

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	07/22/22
Foreman	W32.54 B24.35 T56.89
Journeyman	W30.54 B24.35 T54.89

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	23.79	23.84	23.88	23.93	23.97	24.02	24.07	24.12	24.16	24.25

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 - ATLANTIC

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on 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.

- Benefits on overtime hours are as follows:

Time and one-half = \$54.69.

Double-time = \$61.99.

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

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	06/13/23
Foreman	W55.19 B35.59 T90.78
General Foreman	W57.44 B35.59 T93.03
Journeyman	W52.19 B35.59 T87.78

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%
1000 Hours										
Benefits	8.74	8.74	20.32	20.32	20.57	20.57	20.57	20.57	20.57	20.57

Ratio of Apprentices to Journeymen - 1:1

Craft: Sprinkler Fitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- There must be a Foreman on all projects. If there is only 1 Sprinkler Fitter on the project, he/she shall be designated a Foreman.
- On any job with 22 or more Sprinkler Fitters 1 shall be designated a General Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd and/or 3rd 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 that are not shift work, 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 Friday.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, 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 - ATLANTIC

Craft: Tile Worker PREVAILING WAGE RATE

	06/13/23
Finisher	W43.56 B29.69 T73.25
Setter	W51.96 B34.86 T86.82

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.

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

County - ATLANTIC

Craft: Truck Driver

PREVAILING WAGE RATE

	05/01/23
Bucket, Seeding/Fertilizing/ Mulching trucks	W42.45 B25.64 T68.09
Concrete mobile unit; Tack Spreader, Transit Mix trucks	W42.45 B25.64 T68.09
Dump, Tank, Pick-up, Vacuum or Vac-All trucks	W42.45 B25.64 T68.09
Helper on Straight 3-axle truck, Mechanic's helper	W42.25 B25.64 T67.89
Mechanic	W42.95 B25.64 T68.59
Shop Steward, Large Off-Road Dump Truck, Winch Truck	W42.90 B25.64 T68.54
Straight 3-axle truck	W42.45 B25.64 T68.09
Tow Truck	W42.60 B25.64 T68.24
Tractor Trailer, Fuel, and Asphalt Oil Distributor Trucks	W42.80 B25.64 T68.44
Water Truck	W42.80 B25.64 T68.44

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 DIFFERENTIAL:

- Second shift shall receive an additional \$1.00 per hour.

OVERTIME:

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

County - ATLANTIC

- 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.
- Employees may work four 10-hour days 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. When all trades agree, the day after Thanksgiving may be substituted for Veterans' Day. Sunday holidays will be observed the following Monday.

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

County - ATLANTIC

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/23
Driver	W42.45 B25.64 T68.09

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

HAZARDOUS WASTE WORK:

- All designated hazardous waste sites: + \$1.00 per hour.

SHIFT DIFFERENTIAL:

- Second shift shall receive an additional \$1.00 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.

- Employees may work four 10-hour days 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. When all trades agree, the day after Thanksgiving may be substituted for Veterans' Day. Sunday holidays will be observed the following Monday.

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

County - ATLANTIC

Craft: Welder PREVAILING WAGE RATE

Welder

Craft: Welder COMMENTS/NOTES

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

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.63	37.65	95.28

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.63	37.65	95.28

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:

07/01/2023

Rate	Fringe	Total
55.72	37.65	93.37

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 (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
55.72	37.65	93.37

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, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
55.72	37.65	93.37

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
55.72	37.65	93.37

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:

07/01/2023

Rate	Fringe	Total
50.38	37.65	88.03

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:

07/01/2023

Rate	Fringe	Total
47.80	37.65	85.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

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OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.96	37.65	95.61

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
59.22	37.65	96.87

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
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
59.22	37.65	96.87

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:

07/01/2023

Rate	Fringe	Total
54.09	37.65	91.74

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:

07/01/2023

Rate	Fringe	Total
54.09	37.65	91.74

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:

07/01/2023

Rate	Fringe	Total
61.04	37.65	98.69

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2023

Rate	Fringe	Total
65.72	37.65	103.37

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:

07/01/2023

Rate	Fringe	Total
64.72	37.65	102.37

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:

07/01/2023

Rate	Fringe	Total
61.22	37.65	98.87

CLASSIFICATIONS:

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

Effective Dates:

07/01/2023

Rate	Fringe	Total
63.72	37.65	101.37

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:

07/01/2023

Rate	Fringe	Total
60.22	37.65	97.87

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 5:30 PM.

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

Effective Dates:

07/01/2023

Rate	Fringe	Total
62.85	37.65	100.50

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
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STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2023

Rate	Fringe	Total
58.79	37.65	96.44

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:

07/01/2023

Rate	Fringe	Total
56.13	37.65	93.78

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:

07/01/2023

Rate	Fringe	Total
54.60	37.65	92.25

CLASSIFICATIONS:

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2023

Rate	Fringe	Total
50.84	37.65	88.49

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2023

Rate	Fringe	Total
58.41	37.65	96.06

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2023

Rate	Fringe	Total
47.80	37.65	85.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2023

Rate	Fringe	Total
59.55	37.65	97.20

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2023

Rate	Fringe	Total
67.74	37.65	105.39

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:

07/01/2023

Rate	Fringe	Total
66.08	37.65	103.73

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2023

Rate	Fringe	Total
63.24	37.65	100.89

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:

07/01/2023

Rate	Fringe	Total
61.58	37.65	99.23

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.

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STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2023

Rate	Fringe	Total
63.24	37.65	100.89

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 5:30 PM.

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

Effective Dates:

07/01/2023

Rate	Fringe	Total
59.22	37.65	96.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2023

Rate	Fringe	Total
52.38	37.65	90.03

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
50.30	35.73	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2023

Rate	Fringe	Total
50.00	35.73	85.73

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
49.50	35.73	85.23

CLASSIFICATIONS:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
52.00	35.73	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.95	35.73	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.60	35.73	84.33

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.45	35.73	84.18

CLASSIFICATIONS:

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

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

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FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.05	35.73	83.78

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.97	37.65	95.62

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2023

Rate	Fringe	Total
51.13	37.65	88.78

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:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
43.94	14.54	58.48	60.48

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
38.00	14.18	52.18	53.93

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
35.77	14.05	49.82	51.47

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
34.79	13.74	48.53	50.14

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
33.67	13.67	47.34	48.91

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
27.97	13.33	41.30	42.63

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
39.16	14.25	53.41	55.20

CLASSIFICATIONS:

Crane Operator

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

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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:

03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.35	35.73	84.08

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.50	35.73	84.23

CLASSIFICATIONS:

Screedman

ASPHALT LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.95	35.73	83.68

CLASSIFICATIONS:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.05	35.73	83.78

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.20	35.73	83.93

CLASSIFICATIONS:

Raker, Luteman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

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

SHIFT DIFFERENTIAL:

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

OVERTIME:

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

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

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

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

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

Effective Dates:

10/18/2022

Rate	Fringe	Total
0.00	0.00	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2022

Rate	Fringe	Total
0.00	0.00	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2022

Rate	Fringe	Total
0.00	0.00	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:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

CLASSIFICATIONS:

"D" Rate:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

CLASSIFICATIONS:

"C" Rate:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.50	35.73	84.23

CLASSIFICATIONS:

"B" Rate:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
52.05	35.73	87.78

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
52.80	35.73	88.53

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2023

Rate	Fringe	Total
52.05	35.73	87.78

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

CLASSIFICATIONS:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
52.80	35.73	88.53

CLASSIFICATIONS:

general foreman

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HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.50	35.73	84.23

CLASSIFICATIONS:

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

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

PER DIEM PAYMENT:

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

NOTES:

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

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

OVERTIME:

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

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

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman Welder

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PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

07/01/2023

Rate	Fringe	Total
33.84	24.32	58.16

CLASSIFICATIONS:

Pipeline Helper

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

11/02/2022

Rate	Fringe	Total
63.90	29.83	93.73

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/02/2022

Rate	Fringe	Total
63.90	29.83	93.73

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/02/2022

Rate	Fringe	Total
40.53	22.15	62.68

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.50	35.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

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ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
61.07	42.13	103.20	106.36	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.61	39.75	97.36	100.35	103.36

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.61	39.75	97.36	100.35	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
55.31	38.16	93.47	96.33	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
48.39	33.38	81.77	84.29	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
72.01	49.68	121.69	125.44	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
66.25	45.71	111.96	115.41	118.85

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
64.52	44.51	109.03	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
46.66	32.19	78.85	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
43.78	30.20	73.98	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
43.78	30.20	73.98	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

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Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
37.45	25.84	63.29	65.23	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
34.57	23.85	58.42	60.21	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/04/2022

Rate	Fringe	Total
67.52	55.11	122.63

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/04/2022

Rate	Fringe	Total
60.14	50.62	110.76

CLASSIFICATIONS:

Foreman

Effective Dates:

12/04/2022

Rate	Fringe	Total
56.97	48.72	105.69

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/04/2022

Rate	Fringe	Total
42.20	39.80	82.00

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/04/2022

Rate	Fringe	Total
36.93	36.60	73.53

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/04/2022

Rate	Fringe	Total
34.29	35.02	69.31

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/04/2022

Rate	Fringe	Total
31.65	33.42	65.07

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2022

Rate	Fringe	Total
29.01	31.83	60.84

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/04/2022

Rate	Fringe	Total
23.21	28.31	51.52

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
75.46	35.73	111.19

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2023

Rate	Fringe	Total
75.01	35.73	110.74

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2023

Rate	Fringe	Total
74.26	35.73	109.99

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2023

Rate	Fringe	Total
78.01	35.73	113.74

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2023

Rate	Fringe	Total
73.43	35.73	109.16

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2023

Rate	Fringe	Total
72.91	35.73	108.64

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
72.68	35.73	108.41

CLASSIFICATIONS:

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

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

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
72.08	35.73	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

PROPOSAL

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Bidder Declaration

PROPOSAL

to the

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07

THE UNDERSIGNED, as bidder, declares that the only persons or parties interested in the Proposal as principals are named on Page P-8; that the Proposal is in all respects fair and without collusion or fraud; that he has carefully examined the annexed proposed form of Contract, the Specifications, the Contract Drawings, the Information for Bidders, and supplemental general conditions; that he, or his representative, has made a personal inspection of the site of the proposed work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the Township of Hamilton in the form of contract hereto annexed, to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the Contract in the manner and time therein specified, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

Bid Items

PROPOSAL
TO
TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07 – BASE BID

SCHEDULE OF QUANTITIES AND PRICES

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **TOWNSHIP BID #2023-07 – Liepe Field Concession Stand and Restroom Building** as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the **TOWNSHIP OF HAMILTON** or its Engineer prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices.

NOTE: Extension of Unit Prices must be exact. If there is a discrepancy between the Unit Price and the Amount, the Unit Price will prevail.

Contract Time:	180	Calendar Days
Schedule of Liquidated Damages:	\$500	Per Calendar day

Base Bid

Item	Quantity	Units	Description	Unit Price	Write Out Unit Price	Amount
1	1	LUMP SUM	CLEARING SITE	\$		\$
2	1	LUMP SUM	CONCESSION STAND & RESTROOM BUILDING COMPLETE	\$		\$
3	250	S.Y.	CONCRETE SIDEWALK, 4" THICK	\$		\$
4	1	LUMP SUM	ELECTRIC SERVICE COMPLETE	\$		\$
5	1	LUMP SUM	WATER SERVICE COMPLETE	\$		\$
6	1	LUMP SUM	SEPTIC SYSTEM COMPLETE	\$		\$
7	2,500	S.Y.	TOPSOIL & SEEDING	\$		\$
8	1	LUMP SUM	SOIL EROSION MEASURES	\$		\$

Total Amount Bid based on Estimated Quantities, Bid Items above 1 –8, Inclusive

\$ _____

DOLLARS

TOTAL AMOUNT BID FOR ABOVE BID ITEMS ABOVE 1-8, WRITTEN

SIGNATURE

NAME & TITLE (TYPE OR PRINT)

BID DATE

COMPANY NAME

Owner reserves the right to award the base bid at their sole discretion based on availability of funds. There will only be one (1) contract awarded for this project.

The amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. It is understood that in the event that there is a discrepancy between the unit price and the extended total, as above set forth, the unit price shall govern.

It is further understood that the quantities quoted are approximations only for comparing bids and the total price is only to be used as the basis for awarding the contract, subject to the audit of the extended totals as above set forth and no claim shall be made against the Township of Hamilton, for excess or deficiency thereof, actual or otherwise.

It is further understood that the Township reserves the right to order, and the contractor agrees to furnish, a greater or lesser amount than then amounts quoted in each item, within the guidelines of the State public bidding laws, at the unit prices quoted, and the payment at the unit prices will be in full for the complete work as specifically included in the items, as more fully and respectively described on the Plans and in the Specifications or as otherwise required, and all other expenditures incidental to the satisfactory compliance with the contract.

The undersigned hereby agrees to execute and deliver a bond with some surety or guaranty company authorized to do business in the State of New Jersey, security to be approved by the Township Clerk, as surety for the faithful performance of the contract, and also for the payment of all lawful claims of subcontractors, material, men, laborers, persons, firms or corporations for labor performed, or materials, provisions, provender or other supplies or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; the said bond to be in the penal sum equal to one hundred percent (100%) of the contract amount for the work as finally awarded, the said bond to be approved as to form and execution by the Township Solicitor and do further agree to execute and deliver the contract, certificates of insurance and the said bond, duly approved as aforesaid, to the Township Clerk of the Township of Hamilton, at their office in the Township Hall, within ten (10) days from the date of the service of a notice to the effect that the contract has been awarded to the undersigned and in case of failure or neglect so to do the undersigned shall be considered as having abandoned he contract and in default to the Township of Hamilton to the amount of the certified or cashier's check or bid bond deposited with this bid, the same being not less than ten percent (10%) of the amount of the bid, but in no case in excess of \$20,000, which sum may be retained by the said Township of Hamilton as liquidated damages for such neglect or refusal, upon condition, however, that if this bid be rejected the said certified or cashier's check or bid bond shall be returned upon application to the Township Clerk; and in case such contract and bond shall be executed and delivered by the undersigned in the manner and within the time above specified; the amount of said deposit shall be returned at the time of such delivery.

Pursuant to N.J.S.A. 40A.11-23 1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents by indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the 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 to rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Email, Fax, Pick-up, etc.)	Date Received

AND DO further admit and agree that this bid is made subject to all the provisions, conditions and statements in the Advertisement, Instructions to Bidders, and Specifications.

Dated the _____ day of _____ 20__.

BIDDER'S SIGNATURE: _____

BIDDER'S NAME PRINTED: _____

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 Hamilton 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 Township of Hamilton to notify the Township of Hamilton 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 Hamilton declare any contract(s) resulting from this certification void and unenforceable.

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

TOWNSHIP OF HAMILTON
Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2021, c. 4, 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 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 may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2021, c. 4, 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. 2021, c. 4 ("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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

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 on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Hamilton 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 Hamilton to notify the Township of Hamilton 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 Hamilton and that the Township of Hamilton at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Title: _____

Signature: _____ Date: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: July 1, 2021

Contractor's Certification

DISCRIMINATION AND AFFIRMATIVE ACTION

CONSTRUCTION CONTRACTS

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

All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.

The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:531 et seq. and N.J.A.C. 17:27. and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

(Name of Bidder)

Signature

Typed name:

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

Notary Public of _____

My Commission expires _____, 20__.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq. CONSTRUCTION CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B,

and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

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

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

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

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

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

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

The contractor or subcontractor shall interview the referred minority or women worker.

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.

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.

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 worker's in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C)The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D)The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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.

Americans with Disabilities Act of 1990

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~ 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 act 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 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 must 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 frill and complete particulars of the claim. if any action or administrative proceedings 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.

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.

Business Name (Print): _____

Representative's Name (Print): _____

Representative's Title: _____

Representative's Signature: _____

Phone: _____ **Date:** _____

Pay to Play Advisory

**Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

Listing of Subcontractors to be Used

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). If the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

<u>WORK CATEGORY</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
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NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. Failure to comply with the statutory requirements will result in the Bid being deemed nonresponsive.

Non-Collusion Affidavit

STATE OF NEW JERSEY, COUNTY OF _____ ss.:

I, _____, of the Township of _____ in the County of _____ and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of _____ the bidder making the Proposal for the above-named contract, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the within Contract; and that all statements contained in said Bid and in this Affidavit are true and correct, and made with full knowledge that the TOWNSHIP OF HAMILTON relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

For breach or violation of this warranty the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

(N.J.S.A. 52:34-15)

(Name of Bidder)

Signature

Typed name:

Subscribed and sworn to
before me this _____ day
of _____,

Notary Public of _____

Statement of Responsibility

Previous work of similar nature completed within the past five years. (List three)

1. Town or Utility _____ Phone No. _____
Town or Utility Business Address _____

Type of Work _____
Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date of _____ Approx. Date
Contract Award _____ of Completion _____
Names, Address & Phone No. of Town's or Utility's Engineer or Superintendent

2. Town or Utility _____ Phone No. _____
Town or Utility Business Address _____

Type of Work _____
Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date of _____ Approx. Date
Contract Award _____ of Completion _____
Names, Address & Phone No. of Town's or Utility's Engineer or Superintendent

3. Town or Utility _____ Phone No. _____
Town or Utility Business Address _____

Type of Work _____
Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date of _____ Approx. Date
Contract Award _____ of Completion _____
Names, Address & Phone No. of Town's or Utility's Engineer or Superintendent

List approximate volume of work of similar nature completed within the past five years

\$ _____

List of Equipment required for this job which you now own _____

General Business References (List three)

<u>Name</u> <u>No.</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone</u>
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A. _____

B. _____

C. _____

Bank Reference

<u>Name</u> <u>No.</u>	<u>Address</u>	<u>Phone</u>
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Number of Permanently Employed Persons in your Organization _____

It is understood and agreed that the execution of this statement of responsibility is made solely at the risk, cost and expense of the maker; is given in consideration of the agreement of the TOWNSHIP OF HAMILTON to make available to the maker the plans and contract documents for bidding purposes, and no rights, causes or claims at law or in equity shall arise on behalf of the maker against the TOWNSHIP OF HAMILTON for any use made thereof by the TOWNSHIP OF HAMILTON including the refusal to the maker of the right to bid on said work.

SIGNATURE AND BUSINESS ADDRESS OF BIDDER

DATED _____

Federal Debarment List

Please note that P.L. 2019, c. 406, codified at N.J.S.A. 52:32-44.1, became effective February 20, 2020. This new law requires that prior to awarding any contract for public work, a bidder must provide written certification to the State contracting agency that neither the bidder nor bidder's affiliates are debarred at the Federal level from contracting with a Federal governmental agency. The Bidder who is recommended for a contract award shall complete and submit a Federal Debarment Certification with original signatures. A contract shall not be executed without a completed certification that satisfies State law.

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-__ (P.L. 2019, c.406)

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

Individual or Organization Name:

Individual or Organization Address:

DUNS Number (if applicable): _____

CAGE Code (if applicable): _____

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III)
- Non-Profit Corporation (skip Parts II and III)
- For-Profit Corporation (any type)
- Limited Liability Company (LLC)
- Partnership
- Limited Partnership
- Limited Liability Partnership (LLP)
- Other (be specific): _____

Part I Certification of Non-Debarment: Individual or Organization

I hereby certify that _____ (name of individual or organization) is not debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the _____ (name of contracting unit) 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 _____ (type of contracting unit) to notify the _____ (type of contracting unit) 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 _____ (type of contracting unit), permitting the _____ (type of contracting unit) to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Title: _____

Signature: _____ Date: _____

Part II Certification of Non-Debarment: Individual or Entity Owning Greater Than 50 Percent of Organization

PART A

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

Name of Individual or Business Entity:

Home Address (for Individual) or Business Address:

OR

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

PART B (Skip if no business entity is listed in Part A above)

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

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

Home Address (for Individual) or Business Address:

OR

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

PART C: Certification

I hereby certify that no individual or organization that is debarred at the federal level from contracting with a federal government agency owns greater than 50 percent of _____ (name of organization) or, if applicable, owns greater than 50 percent of a parent entity of _____ (name of organization). I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the _____ (name of contracting unit) 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 _____ (type of contracting unit) to notify the _____ (type of contracting unit) 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 _____ (type of contracting unit), permitting the _____ (type of contracting unit) to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Title: _____

Signature: _____ Date: _____

Part III Certification of Non-Debarment: Contractor-Controlled Entities

PART A

Below is the name and address of the corporation(s) in which _____ (name of individual or organization) more than 50 percent of voting stock, or of the partnership(s) in which _____ (name of individual or organization) OWNS more than 50 percent interest therein, or of the limited liability company or companies in which _____ (name of individual or organization) owns more than 50 percent interest therein, as the case may be.

Name of Business Entity: _____

Business Address: _____

(add additional sheets if necessary)

OR

_____ (name of individual or organization) does not own greater than 50 percent of the voting stock in any corporation, and does not own greater than 50 percent interest in any partnership or any limited liability company.

PART B (Skip if no business entities are listed in Part III A)

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by:

Entity Listed in Part III A Business Address:

(add additional sheets if necessary)

OR

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation, or owns greater than 50 percent interest in any partnership or limited liability company.

PART C: Certification

I hereby certify that _____ (name of individual or organization) does not own greater than 50 percent of any entity that is debarred at the federal level from contracting with a federal government agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the _____ (name of contracting unit) 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 _____ (type of contracting unit) to notify the _____ (type of contracting unit) 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 _____ (type of contracting unit), permitting the _____ (type of contracting unit) to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Title: _____

Signature: _____ Date: _____

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07

Certification of Bidder's Status

ON THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

STATE OF

COUNTY OF

I, _____ of the Township of _____, in the State of,
_____ of full age, being duly sworn according to law on my oath
depose and say that:

I am _____ of the firm of _____,
the bidder making the Proposal for the above named project; that I executed the said
Proposal, this affidavit and all other bidding documents with full authority to do so; and
that said bidder is not now at the time of submission of this bid included on the State of
New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

The undersigned understands that the firm making the bid as Contractor is subject to
debarment, suspension and/or disqualification in contracting with the State of New
Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed
therein, and as determined according to applicable law and regulation.

By: _____

Date:

Deponent's Name

Deponent's Title

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

Notary Public of _____
My Commission expires _____, 20__.

Requirement for Certificate of Surety

The Contractor bidding this single overall contract shall furnish to TOWNSHIP OF HAMILTON Certificates of Surety for a Performance Bond for an amount equal to 100% of the Bid price, and for a Maintenance Bond for an amount equal to 50% of the Bid price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents.

Certificate of Surety

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by BID #2023-07 of the TOWNSHIP OF HAMILTON, Atlantic County, New Jersey, LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING; and

WHEREAS the undersigned Surety Company desires to provide a statement as required by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-22, that it will provide the said bonds in the forms and amounts required;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the said Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that if BID #2023-07 of the TOWNSHIP OF HAMILTON, Atlantic County, New Jersey, LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING be awarded to the Contractor named below;

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for this Contract, for the faithful performance of said Contract according to its terms and conditions.

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for this Contract, for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for this Contract for the faithful maintenance of all work completed under the Contract. Said Bond to remain in effect through the end of the

Maintenance Period specified in the Article of the Contract entitled, "Maintenance Period"; and

The undersigned surety agrees to execute the said bonds as surety and will deliver them to the Owner under said Contract as obligee, upon the demand of said Owner.

Name and Address of Principal (Contractor):

IN WITNESS WHEREOF said Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this _____ day of _____,

Attest: Surety Company

_____ By _____

Note: A corporate acknowledgment of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ ,

Hereinafter called the Principal, as Principal and _____
a corporation duly organized under the laws of the State of _____,
hereinafter called the Surety, as Surety, are held and firmly bound unto _____

_____ hereinafter called the
Obligee, in the sum of _____

Dollars (\$ _____), for the payment of which sum well and truly to be
made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of
such bid and the Contract Documents; and give such bond or bonds as may be specified
in the Contract Documents with good and sufficient surety for the faithful performance of
such Contract, for the prompt payment of labor and material furnished in the prosecution
thereof and for the environmental maintenance requirements thereof; and deliver
evidence of insurance and such other documents as are required by the Contract
Documents as conditions precedent to the Owner's execution of the Contract, all within
the times required in the Contract Documents, then this obligation shall be null and void,
otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ A.D. 20__.

In the presence of:

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE (Seal)

Equipment Certification

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

For necessary equipment owned, leased or controlled by the Bidder, Part 1 shall be completed. For the necessary equipment not owned, leased or controlled by the Bidder, Part 2 shall be completed. These certifications are made pursuant to the provisions of N.J.S.A. 40A:11-20 and must be submitted with the Proposal. Attach additional pages, if necessary.

This is to certify that I, the Bidder signing the attached Proposal, own, lease or control the necessary equipment required to accomplish the work shown and described in the Contract Documents and described below.

List of Equipment

(Attach Additional Sheet as Required)

Date

Signature of Bidder

NEW JERSEY
Business Registration Certificate Form

P.L. 2004, Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter, or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceed 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch. 57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Registration Number</u>
Bidder _____	_____
(Subcontractor) _____	_____
(Subcontractor) _____	_____
(Subcontractor) _____	_____
(Subcontractor) _____	_____

Subscribed and sworn before me this _____ day of _____ 20__.

Signature

Notary Public of _____
Name and Title (type or print)

My Commission Expires _____, 20__.

Prevailing Wage Certification

N.J.A.C. 12:60-9 App.

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a contract for public work for a project described as:

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07

STATE OF NEW JERSEY

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

DIVISION OF WAGE & HOUR COMPLIANCE

Certification of Lowest Bidder

_____, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named _____, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60..

I certify that under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statement made by me are false, I am subject to punishment. See N.J.S.A 2C: 28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____ Signature: _____

Title: _____

Agreement to Hold Prices

A. The vendor by signing below agrees as per J.J.S.A. 40A:11-24(a) to hold prices beyond the 60 days of award provision.

40A:11-24(a). a. the contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid but in no case more than 60 days, except that the bids 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.

Vendor

Date

Bid Document Submission Checklist

Township of Hamilton

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING

BID #2023-07

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 (Owner's checkmark)		Initial Each Item Submission with bid (Bidder's Initials)
✓	A bid guarantee as required by <u>N.J.S.A. 40A: 11-21</u>	
✓	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specification or bid document(s)	
✓	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
✓	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
	A listing/declaration of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
✓	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specification or bid document(s)	
✓	Performance Bond and Labor and material Payment Bond (Required from the Awarded Contractor)	
✓	Maintenance Bond in the Amount of 100% for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project	

B. Failure to submit the following documents may be cause for the bid to be rejected. (N.J.S.A. 40a:11-231b.)

Required with Submission of Bid (Owner's checkmark)		Initial Each Item Submission with bid (Bidder's Initials)	Required with Submission of Bid (Owner's checkmark)		Initial Each Item Submission with bid (Bidder's Initials)
X	Investment in Iran Disclosure		X	Affirmative Action	
X	Copy of Business Registration Certificate issued by NJ Department of Treasury		X	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
	Statement of Compliance with N.J.S.A. 45:14C-2(h) (licensed master plumber)		X	Certificate of Bidder showing that Bidder owns, leases, or controls any necessary equipment	
X	Equipment Certification		X	Federal Debarment List	
X	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (Prior to Award, but effective at time of bid)		X	Prevailing Wage Certification, (PL 2021, C301)	
X	Experience and Qualifications			Insurance and Indemnification Certificate	
	Disclosure of Investment Activities in Russia Form		X	Agreement to Hold Prices	

C. READ ONLY

Required with Submission of Bid (Owner's checkmark)		Initial Each Item Submission with bid (Bidder's Initials)	Required with Submission of Bid (Owner's checkmark)		Initial Each Item Submission with bid (Bidder's Initials)
X	Americans With Disability Act of 1990 Language		X	Pay to Play Advisory (P.L. 2005, Chapter 271, Section 3 Reporting)	

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

Name of Bidder: _____

By Authorized Representative: _____

Printed Name and Title: _____

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07

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TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING
BID #2023-07

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the TOWNSHIP OF HAMILTON, Atlantic County, State of New Jersey, party of the first part, hereinafter designated as the Owner, and _____ with legal address at _____ in the County of Atlantic, State of New Jersey, party of the second part, hereinafter designated as the Contractor.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself and for its successors and assigns, and the party of the second part for itself and for its heirs, executors, administrators, successors and assigns, as follows:

ARTICLE I - DEFINITIONS

Wherever the words defined in this Article or pronouns used in their stead, occur in the Contract Documents (as defined herein), they shall have the following meanings:

The word "Owner" shall mean the party of the first part above designated or any agency or officer duly authorized to act in its place under this Contract.

The word "Contractor" shall mean the party of the second part above designated, entering into this Contract for the performance of the work required to be performed hereunder, and the legal representatives of the said party, or agents appointed to act for the said party in the performance of the work.

The word "Engineer" shall mean Mott Watkins Associates, of 3120 Fire Road, Egg Harbor Township, New Jersey, acting through properly authorized agents or project representatives, such agents or project representatives acting within the scope of their authority; or such other engineer named by the Owner in the event that Mott Watkins Associates is unable to act or ceases to act as the Engineer for the Owner.

The word "Contract" shall mean this BID #2023-07 of the Township of Hamilton, Atlantic County, New Jersey, LIEPE FIELD CONCESSION STAND AND RESTROOM BUILDING.

The word "Bid proposal Quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

The word "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.

The word "Differing Site Conditions" means 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

The words "Contract Documents" shall mean, collectively, all of the covenants, terms and conditions in this Contract and in the documents which constitute essential parts of this Contract and which are hereby made part hereof as if set forth at length herein, to wit:

- I. General Conditions
 - A. Notice to Bidders
 - B. Information for Bidders
 - C. Labor Standards
 - D. Equal Employment Opportunity
 - E. Supplemental General Conditions
 - F. State and Federal Wage Rates
 - G. Scope of Contract
 - H. Proposal
 - (1) Bid Items
 - (2) Ownership Disclosure Statement
 - (3) Listing of Subcontractors to be Used
 - (4) Non-Collusion Affidavit
 - (5) Contractor's Certification
 - (6) Equipment Certification
 - (7) Bid Bond
 - (8) Requirement for Certificate of Surety
 - (9) Certificate of Surety
 - I. Contract
 - J. Performance Bond
 - K. Maintenance Bond
 - L. Special Conditions
- II. Specifications
 - A. General Requirements
 - B. Detailed Specifications
 - C. Appendices
- III. Drawings

The words "Contract Price" shall mean the total amount earned by the Contractor and paid in the final estimate and payment under the Article of the Contract entitled, "Final Estimate and Payment".

The word "Specifications" shall mean, collectively, all of the terms and stipulations contained in the General Requirements and in the Detailed Specifications. The requirements of the General Requirements shall be considered part of each Division of the Detailed Specifications.

The words "Final Completion" or "final completion" shall mean the proper completion of all work, for the entire project as contemplated and provided for under the Contract, sufficient for the acceptance by the Owner. If any items of work shall not have been properly completed, e.g., should any punch list items remain uncompleted, Final Completion shall not have been achieved. The Owner, with the advice of the Engineer, shall fix the date of Final Completion of all the work and shall annotate the date of Final Completion upon the Contractor's final Application for Payment.

The words "Substantial Completion" or "substantial completion" or "substantially complete" shall mean satisfactory completion of the major portions of the Contract work, including, without limitation, inspection and testing and the issuance of any necessary governmental Certificates of Occupancy, so that the facility may be turned over to the Owner for its intended use or occupancy. The date of Substantial Completion shall be certified by the Engineer.

The words "Drawings" and "Contract Drawings" shall mean the drawings which show the character and scope of the work to be performed and which are described in the Article of the Information for Bidders entitled, "Contract Drawings".

The words "General Conditions" shall mean everything hereinbefore defined under the word "Contract Documents", except for the Specifications and the Drawings.

The words "Work" or "work" shall refer to any and all labor, construction, demolition, materials, or equipment to be performed by or furnished by Contractor under the Contract.

Wherever in the Contract Documents the terms "ordered", "directed", "required", "allowed", "permitted", "instructed", "designated", "considered necessary", 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 a 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 Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of the Article of this Contract entitled, "Responsibility of the Engineer".

ARTICLE II - RIGHTS AND RESPONSIBILITY OF CONTRACTOR

A. General

All work shall be performed in strict accordance with and completed in strict compliance the Contract Documents. Observations, construction review, tests, recommendations, acceptances or approvals by the Engineer or by others, shall in no way relieve the Contractor of the obligation to perform and complete all work in accordance with the Contact Documents.

All work shall be performed under the direction and supervision of the Contractor.

The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction but shall not be responsible for the negligence of others where specific means, methods, techniques, sequences or procedures of construction are required by the Contract Documents.

B. Supervision

The Contractor shall provide and maintain a qualified superintendent, acceptable to the Owner, at all times during the progress of the work and such superintendent shall give efficient supervision to the work until its completion.

The superintendent shall have full authority to act in behalf of the Contractor, and all communications and instructions given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of the Contractor's superintendent to coordinate the work of the Contractor with the work of the Contractor's subcontractors and with the work of other contractors and subcontractors working on the site.

The superintendent shall be present on the construction site at all times required to ensure the proper performance and coordination of the Contractor's work and that of its subcontractors.

C. Use and Care of Construction Site and Property

The Contractor shall ensure that its personnel and equipment and those of its subcontractors, materialmen, suppliers, etc., shall enter only the land and areas identified in and expressly permitted by the Contract Documents. The Contractor shall further ensure that the use of the construction site or any other lands or areas to which the Contractor or any of its personnel, equipment, subcontractors, materialmen, suppliers, etc., are permitted entry (including, without limitation, easement and right-of-way areas), shall be limited to the uses permitted by the Contract Documents and such uses shall be conducted in the manner required by the Contract Documents.

The Contractor shall be fully responsible for all damage to the construction site and any other lands or areas (including, without limitation, any improvements, monuments, structures, trees or shrubs thereon) damaged by, in connection with or in any way related

to the performance of the work. Any injury or damage to the same shall be made good at the Contractor's expense.

The Contractor shall not enter upon or use private property for any purpose without obtaining the written permission of the owner.

The Contractor is responsible for locating all underground structures and facilities (whether shown in the Contract Drawings or not), for coordinating the work with the owners of such underground structures and facilities, for the safety and protection thereof, and for repairing any damage thereto resulting from or in any way connected with the work. The Contractor shall protect carefully from disturbance or damage all monuments and property markers until the Engineer has witnessed or otherwise referenced their location and consented to their removal in writing. The cost of such location, coordination, safety, protection and repair is deemed to be included in the accepted bid price for this Contract.

D. Safety

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for construction site safety, generally. The Contractor shall be responsible for and shall take all precautions for the safety of all persons on the work and other persons who may be affected thereby. The Contractor shall provide the necessary protection to prevent damage to all work and materials and equipment to be incorporated in the work and all other property at the construction site and at lands and areas which the Contractor is authorized to enter under the Contract Documents. This requirement will apply continuously 24 hours per day until final acceptance of the work by the Owner.

The Contractor shall comply with all applicable laws and regulations 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.

The Engineer's observation of the Contractor's performance of the work is to be solely in behalf of the Owner and not in behalf of the Contractor and is not intended to include review of the adequacy of the Contractor's safety measures.

E. Indemnification

The Contractor shall indemnify, defend and save and hold the Owner, the Engineer and their consultants, and the officers, employees and agents of each of them and all owners of property upon which work is being performed hereunder pursuant to easement or right-of-way agreements, harmless from and against any damage, liability, loss, cost (including but not limited to attorneys' fees and court and arbitral costs) or claim arising out of, resulting from or related to, the performance or nonperformance of the work provided for in the Contract Documents. This indemnification shall not apply to damages, liabilities, losses, costs or claims arising from the sole negligence of the

indemnitee. The Contractor's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the Contractor under this Contract.

The Contractor shall indemnify and save harmless the Owner and Engineer and all persons acting for or on behalf of them from all claims and liability of any nature or kind, including costs and expenses arising from or occasioned by any infringement or alleged infringement of patent rights on any invention, process, article or apparatus, or any part thereof, furnished and installed by said Contractor or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

These Indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws, including but not limited to the laws pertaining to indemnification.

ARTICLE III - RESPONSIBILITY OF THE ENGINEER

The Engineer shall initially decide questions which may arise as to the quality, quantity and acceptability of materials furnished, acceptability of the work performed, rate of progress of the work, interpretation of Drawings and Specifications and items related thereto, as provided herein. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

a. Observation of the Work: The Engineer will make visits to the construction 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. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Engineer shall be provided access to all parts of the work and shall be furnished with such information and assistance by the Contractor as the Engineer may require to make its observations and construction review. The Contractor shall also make all materials and equipment available at all times for observation by the Engineer. Observations may be made at the source of material or supply, whether mill, plant or shop, as well as at the construction site. 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.

b. Acceptability of Work: The Engineer shall have authority to disapprove or reject work which the Engineer believes to be defective work or work not in accordance with the Contract Documents and shall also have authority to require special inspection or testing of the work as authorized in the Contract Documents, whether or not the work is fabricated, installed or completed. The Contractor agrees to abide by the Engineer's decisions relative to the acceptability of the work.

c. Engineer's Decisions: The Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder in behalf of the Owner. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents will be referred to the Engineer in writing with a request for a formal decision

in accordance with this subparagraph, which the Engineer will make within a reasonable time. Written notice of each such claim, dispute or other matter will be delivered by the claimant to the Engineer and to the other party promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise thereto, and adequate written supporting data will be submitted to Engineer within sixty (60) days after such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a formal decision by the Engineer with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the claimant of such rights or remedies as it may have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

d. Limitations of Engineer's Responsibilities: Neither the Engineer's authority nor responsibility under the Contract Documents shall give rise to any duty or responsibility of the Engineer to the Contractor, or any subcontractor or materialman of the Contractor, or to any other person performing any of the work. 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, or for construction site safety generally, and the Engineer will not be responsible for the Contractor's failure to perform or complete the work in accordance with the Contract Documents. The Engineer will not be responsible for the acts of omissions of the Contractor or of any subcontractor, any materialman, or any other person performing or furnishing any of the work.

ARTICLE IV - EXPLANATIONS AND WORK SEQUENCE

The Engineer shall make any explanations, clarifications and interpretations, requested in writing by the Contractor and considered necessary by the Engineer, as to the meaning and intention of the Contract Drawings and Specifications. Such explanations, clarifications and interpretations shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

The Contractor's order or sequence of execution of the work and the general conduct of the work shall be subject to the disapproval of the Engineer. The Engineer shall have authority to direct the Contractor that changes in the Contractor's means, methods, techniques, sequences or procedures of construction are necessary to accord with the intent of the Contract Documents or with good construction practice. However, the Engineer shall not be required to advise the Contractor on the substitute means, methods, techniques, sequences or procedures of construction to be utilized or on how the Contractor may overcome any particular problems or difficulties, but the Contractor shall have the responsibility to make proposals in this regard for the consideration of the Engineer.

The Contractor must consult with the Engineer as to sequence of work and intermediate times of completion as set forth in the Schedule of Intermediate Completion Times. The Contractor is hereby notified that the approved Construction Schedules must be considered the general sequence of the work and the Engineer may request that they be

amended, supplemented or modified from time to time during the period of construction to accord with the intent of the Contract Documents or good construction practice.

Such changes, amendments, supplements or modifications shall in no way entitle the Contractor to additional compensation or affect the responsibility of the Contractor for the work.

ARTICLE V - CONTRACTOR'S REPRESENTATIVES, EMPLOYEES & OFFICE

The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and those of its subcontractors (of any tier) and materialmen and shall not employ on the work any unfit person or anyone not skilled in the task assigned them.

The Contractor shall maintain an office at the site of the work, where copies of the Contract Documents and of all working drawings shall be kept available for use at any time.

ARTICLE VI - DISCREPANCIES, ERRORS & OMISSIONS

The Contract Documents are intended to be mutually explanatory of each other, but should any discrepancy appear or any contradiction arise or be detected by the Contractor as to anything contained therein, the Contractor shall promptly call the same to the attention of the Engineer and the Contractor shall be deemed to have bid the Contract predicated on the more expensive way of performing such work and the interpretation and decision of the Engineer shall be binding on the Contractor. The Contractor shall be held responsible for all corrective measures and associated costs for failure to notify the Engineer of such discrepancy or contradiction.

Any correction of errors or omissions in the Contract Documents may be made by the Engineer when such correction is necessary for the proper fulfillment of the Contract as construed by him. Except as otherwise provided in this Article, where said correction of errors or omissions materially adds to the cost of or time required for the work to be done by the Contractor, compensation for said additional work and/or an extension of time may be granted under the Article of this Contract entitled, "Changes".

If any item of work is required by the Drawings but is omitted in the Specifications, such item shall be required. If any item of work is required by the Specifications but omitted in the Drawings, such item shall be required. If any item of work is omitted both in the Drawings and Specifications, whether intentionally or otherwise, when the same is usually and customarily required to complete fully the work specified herein, such item shall be required. None of the foregoing shall entitle the Contractor to extra compensation or an extension of time, but the said items of work shall be provided as if called for by all of the Contract Documents.

ARTICLE VII - INSURANCE

In accordance with the provisions of the Article of the Information for Bidders entitled, "Failure to Enter Contract", as a condition precedent to the Owner's obligation to execute this Contract, the Contractor is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Owner showing that the Contractor has obtained all insurance coverages required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors are permitted to enter the site or to perform any work on the Contract unless all of the insurance required by the Contract Documents is in effect.

Nothing contained in this Article entitled, "Insurance" or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of the Owner; Contractor; Engineer and Engineer's consultants, all of whom shall be listed as additional insureds on such policies. Contractor waives all rights against the Owner; Engineer and all parties named as additional insureds in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insureds.

The Contractor acknowledges that the Owner, Engineer and Engineer's consultants have insurable interests in the project under the Contractor's insurance policies.

The Contractor shall purchase and maintain, at its sole expense, insurance as will provide protection from claims and liabilities which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any of Contractor's subcontractors or sub-subcontractors (of any tier), by anyone directly or indirectly employed by any of them to perform or furnish any work, or by anyone for whose acts any of them may be liable, with companies satisfactory to the Owner, as follows:

- a. Worker's Compensation and Employer's Liability Insurance - covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance limit of not less than \$1,000,000 for bodily injury by accident, \$1,000,000 for occupational disease and \$1,000,000 aggregate limit.
- b. Comprehensive General Liability Insurance - with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage. The Comprehensive General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and products liability coverage.

Blanket Contractual Liability Insurance must be included, expressly insuring the Contractor's liability for occurrences assumed by the Contractor under the indemnification clause set forth in the Article of the Contract entitled, "Rights and Responsibility of Contractor", to the extent covered by the standard form of Comprehensive General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement).

c. Owners' and Contractors' Protective Liability Insurance - with a limit of not less than \$1,000,000, combined single limit for bodily injury and property damage.

d. Comprehensive Automobile Liability Insurance - covering Contractor for claims arising from all owned, hired and non-owned vehicles with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage.

e. Umbrella Liability Insurance - providing coverage at least as broad as that provided by the Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$2,000,000 combined single limit for bodily injury and property damage.

f. Policy Limits - specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

g. Periods of Coverage - All policies required under this Contract shall remain in full force and effect until the Contractor's Maintenance Bond has been released.

h. Certificates - of the insurance required above must be filed with the Owner with a copy to the Engineer before the Contract is signed on behalf of the Owner. The Certificate(s) must expressly state that, "All insurance coverage required by the provisions of BID #2023-07 of the Township of Hamilton has been provided." The Certificate of Insurance must expressly state that, "The Blanket Contractual Liability Insurance required in BID #2023-07 of the Township of Hamilton is in full force and effect and such insurance covers the Contractor's liability for occurrences arising under the indemnification clause contained in the Article of the said Contract entitled, "Rights and Responsibility of Contractor", to the extent covered by the standard Broad Form Comprehensive General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement)." All Certificates of Insurance must provide for a minimum one hundred and twenty (120) days prior written notice to the Owner of any policy cancellation, material change, or non-renewal.

i. Copies of the Insurance Policies - required must be filed with the Owner and the Engineer before the Contract is signed by the Owner.

j. Forms of Policies - all liability insurance shall be on an occurrence basis.

k. Subcontractors - shall be required by the Contractor to provide the following insurance:

(1) Worker's Compensation and Employer's Liability Insurance - covering all of the subcontractor's employees directly or indirectly engaged in the performance of this Contract . This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance limit of not less than \$500,000 for bodily injury by accident, \$500,000 for occupational disease and \$500,000 aggregate limit.

(2) Comprehensive General Liability Insurance - with minimum limits of not less than \$1,000,000 aggregate for bodily injury and property damage. The Comprehensive General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards, products liability coverage, with Blanket Contractual Liability and Completed Operations Coverage.

(3) Comprehensive Automobile Liability Insurance - covering subcontractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than \$1,000,000 aggregate for bodily injury and property damage.

(4) Policy Limits - specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

(5) Periods of Coverage - All policies required under this Contract for subcontractors shall remain in full force and effect until the Contractor's Maintenance Bond has been released.

(6) Certificates - of the insurance required above must be filed with the Owner and the Engineer, in triplicate, before the subcontractor is permitted to start work. The Certificate of Insurance must expressly state that the required Blanket Contractual Liability Insurance is in full force and effect and that such insurance covers the subcontractor's liability for occurrences arising under the indemnification clause contained in the Articles of the Contract entitled, "Subcontracts" and "Rights and Responsibility of Contractor", in the Subarticle entitled "Indemnification", to the extent covered by the standard Broad Form Comprehensive General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement). The State of New Jersey and its agencies, employees and officers; Owner and Engineer must appear as additional insured on all liability policies. All Certificates of Insurance must provide for a minimum sixty (60) days prior written notice to the Owner of any policy cancellation, material change, or non-renewal.

The Contractor shall not allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and the proper Certificates of Insurance have been provided to the Owner and Engineer.

Acceptance of the Contractor's insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

ARTICLE VIII - PATENTS AND COPYRIGHTS

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 publication which is the subject of patent rights or copyrights held by others.

The Contractor shall indemnify and save harmless the Owner and Engineer, and all persons acting for or on behalf of them, from all claims and liability of any nature of any kind, including costs and expenses, arising from or occasioned by any infringement or alleged infringement of patent rights or copyrights on any invention, design, process, product or publication, or any part thereof, furnished or installed or used in the performance of the work by said Contractor or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

ARTICLE IX - REGISTRATION OF MOTOR VEHICLES

All motor vehicles used in connection with this Contract shall be registered in the State of New Jersey, to the extent required by the laws, rules or regulations of the State of New Jersey.

ARTICLE X - PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein as if set forth at length herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or inadvertence or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion and such adjustment shall be made without adjustment of the Contract Price or the time for performance of the Contract.

ARTICLE XI - PREVAILING WAGES

The Contractor shall pay not less than the prevailing wage rates as required by the Article of the Information for Bidders entitled, "State Wage Rates" and "Federal Labor Standards and Federal Wage Rates".

All laborers, workers and mechanics shall be paid not less than the prevailing rate of wage established by law for the type of work to be done in the place in which it is or is to be performed. The violation of the foregoing provision shall constitute a breach of the Contract, and the foregoing provision shall be considered to be a contract for the benefit of the workers, laborers and mechanics, upon which such laborers, workers and mechanics shall have the right to maintain an action against their employers for the difference between the prevailing rate of wage and the rate of wage actually received by them. Any such action by the workers shall be against their respective employers and not against the Owner or Engineer.

In the event it is found that any workman, employed by the Contractor or any subcontractor covered by this Contract, has been paid a rate of wages less than the prevailing wage required to be paid by this Contract, 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 required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

ARTICLE XII - COMPLIANCE WITH LAWS

The Contractor shall keep itself fully informed of all existing and future federal and state laws and municipal ordinances and regulations in any manner affecting the work, those engaged or employed in the work, the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents pertaining to the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with and cause all its subcontractors agents and employees to observe and comply with, all applicable statutes, regulations, ordinances, orders and decrees in effect prior to or during the life of this Contract and shall indemnify the Owner and the Engineer, and their officers, agents and employees against any claim or liability arising from or based upon the violation or alleged violation of such statute, regulation, ordinance, order or decree, whether by himself, his subcontractors, or their agents or employees.

The provisions of the U.S. Occupational Safety and Health Act (OSHA) and its implementing regulations and all safety standards promulgated thereunder shall be observed by the Contractor in the performance of the Contract, whether or not they would otherwise be applicable.

ARTICLE XIII - RIGHTS-OF-WAY AND EASEMENTS

The Owner will obtain such rights-of-way and easements from federal, state, county, municipal and any other public authorities, railroad and utility companies and all other property owners, as are indicated in the Contract Documents. The Contractor shall inform himself of the location and extent of such rights-of-way and easements.

Any land, access, right-of-way or easement, not specifically shown in the Contract Documents as being furnished by the Owner, that may be required by the Contractor for temporary construction facilities or for storage of materials, shall be provided by the Contractor with no cost or liability to the Owner and the Contractor shall indemnify the Owner and the Engineers from and against all claims and liabilities arising out or connected therewith.

The Contractor is responsible for the restoration of rights-of-way and easement areas provided under the Contract Documents to good condition and as near to the original

condition prior to disturbance by the Contractor as practicable. The required restoration includes, without limitation, the restoration of roads and other structures, trees, shrubbery, lawns and environmental features. Such restoration is a part of the Contract work and shall be included in the coverage of the Contractor's bonds.

ARTICLE XIV - ACCESS TO THE WORK, DOCUMENTS AND INFORMATION

The Contractor shall provide the representatives of the Owner, the Engineer, and testing agencies and governmental agencies with jurisdictional interests, with access to the work under this Contract, whenever it is in preparation or progress, for observation, inspection and testing. The Contractor shall provide proper facilities and safety protections for such access.

ARTICLE XV - PERMITS

- a. Federal, State, County and municipal permits required as a result of the construction activity within the delineated project site shall be obtained by the Owner and associated fees shall be paid by the Owner. In addition, permits required for construction activities on railroad properties shall be obtained by the Owner.
- b. The Contractor shall be responsible for obtaining any permits to use explosives for rock excavation and for such other permits which by law are required to be obtained by the Contractor and the Owner will reimburse the Contractor for the cost of such permits. The Contractor shall, at its own expense, post all necessary sureties required by the agencies issuing the permits to be obtained by the Contractor.
- c. Conditions pertaining to construction activity made a part of any permit shall be imposed upon the Contractor at no additional charge. Additional costs associated with a permit resulting from the construction activity which is beyond that stipulated in the Contract shall be the responsibility of the Contractor.
- d. The methods of construction to be utilized by the Contractor must satisfy the requirements of the agencies having jurisdiction. Generally, the "methods of construction" are defined as the means to be employed by the Contractor to obtain the end results required by the design.
- e. Whenever requested, the Contractor shall assist the Owner in the acquisition of permits.
- f. The Contractor shall obtain the consent of and shall bear the charges of all utilities and agencies involved for connections with the work.
- g. The Contractor shall notify, cooperate with and arrange for inspections from all agencies having jurisdiction over the work.

ARTICLE XVI - ASSIGNMENT

The Contractor shall not assign, transfer, convey, hypothecate, or otherwise dispose of this Contract, or his right, title or interest in or to the same or any part thereof, without the prior express consent, in writing, of the Owner, and the Contractor shall not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this Contract unless by and with the like consent of the Owner. Consent by the Owner to an assignment of this Contract shall not, in any way, release the Contractor from the conditions, covenants and agreements herein undertaken to be done and performed by the Contractor, but such duty to perform shall continue as though such assignment had not been made.

ARTICLE XVII - SUBCONTRACTS

At the times set forth in the Contract Documents for certain subcontractors (See "Listing of Subcontractors to be Used" in Proposal Pages), and when requested by the Owner for other subcontractors, but in any case (for all subcontractors) prior to the subcontractor's being permitted to enter the construction site or to perform any work, the Contractor shall submit, in writing, to the Owner and the Engineer, the names and addresses of all subcontractors proposed for the work. The Contractor shall also submit to the Owner at such time(s) satisfactory evidence of the required insurance coverage for each proposed subcontractor.

Subcontractors named under N.J.S.A. 40A:11-16 may not be changed except at the request of or with the express prior written approval of the Owner for good cause shown. The Contractor shall be fully responsible to the Owner and Engineer for the acts and omissions of the Contractor's subcontractors (of any tier), materialmen and other persons and organizations performing or furnishing any of the work and of their direct and indirect employees, to the same extent as Contractor is responsible for its own acts and omissions and those of its agents and employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor (of any tier) and the Owner or Engineer.

The Contractor shall bind every subcontractor in writing to the terms of the Contract Documents applicable to the subcontractor's work and the Contractor shall require every subcontractor so to bind every sub-subcontractor of any tier. In such writing the subcontractor or sub-subcontractor (as the case may be) shall be required to indemnify, for the actions or omissions of such subcontractor or sub-subcontractor in the performance of its work, the indemnities identified in the Clause of this Contract entitled, "Rights and Responsibility of Contractor", in the Subclause entitled, "Indemnification", to the same extent as the Contractor is required to indemnify such indemnities for claims and liabilities arising out of or in connection with the Contractor's work.

For convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Engineer arbiters to establish limits of responsibility in the subcontracts between the Contractor and his subcontractors or sub-subcontractors.

ARTICLE XVIII - TIME OF BEGINNING WORK

The Contractor shall commence work within ten (10) days after receipt of written Notice to Proceed from the Owner.

ARTICLE XIX - INTERMEDIATE TIMES OF COMPLETION AND DEFAULT

The Contractor hereby warrants that it will complete the Contract within the overall time period as set forth in the Contract Documents. It further warrants that it will complete its construction work as set forth in the Schedule of Intermediate Completion Times set forth in the Article of the Information for Bidders entitled, "Time Limit and Damages for Non-Completion", in the Special Conditions and any amendments, addenda, supplements and modifications thereto.

The times set forth therein and elsewhere for completion of the various phases of the work are hereby made "time of the essence". In the event that Contractor fails to complete work within the time period required, at the option of the Owner, the Contractor shall be in default of this Contract.

In the event that the Contractor defaults in meeting a time period as set forth herein then the Owner shall, at any time thereafter before the Contractor has timely achieved a subsequent Intermediate Completion Time and before the full completion of the Contract, have the option of terminating the Contract. In the event that the Owner so terminates the Contract, the Contractor shall be paid for only such work installed under the terms of the Contract, as shall be determined by the Engineer, and shall not be entitled to any additional monies for loss of profit for the work to be performed under the terms of the Contract. The Owner shall withhold any payments due to the Contractor at the time of such termination until such time the Owner enters into an agreement for the balance of the work. In the event that the Owner, in accordance with the bids received, awards the Contract to the lowest responsible bidder which requires the Owner to pay for the balance of the work to be done in excess of the amount which was to be paid the Contractor for balance of work, as determined by Engineer, then the Owner shall be authorized to apply any monies of the Contractor retained by the Owner toward this difference, remitting to Contractor the balance if any. In the event that such monies are insufficient to cover the said difference, the Contractor shall promptly pay any deficiency to the Owner.

In the event that the Owner elects not to declare Contractor in default, then Owner shall not be required to pay Contractor any monies for work performed by Contractor until such time that Contractor overcomes his delay and completes the work in accordance with a subsequent Intermediate Completion Time or completes the whole of the work.

The Owner's remedies under this Article are in addition to and not in lieu of the Article of this Contract entitled, "Damages and Liquidated Damages".

ARTICLE XX - FINAL COMPLETION

The Contractor's rate of progress shall be such that the Base Bid work shall be finally completed in accordance with the terms of this Contract within the time limit established

for the project starting from the Contractor's receipt of the Notice to Proceed, unless and except as the Contractor shall be granted to an extension of time under the Article of this Contract entitled, "Suspension of Work, Delay and No Damage for Delay" or under the Article entitled, "Changes".

It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract time for the completion of the work and the intermediate Completion Times described in the Contract Documents are reasonable times taking into consideration the climatic conditions, economic conditions, labor force and other factors prevailing in the locality of the work.

The time in which this contract is to be performed and completed and the Intermediate Completion Times are of the essence of this Agreement.

ARTICLE XXI - SUSPENSION OF WORK

DELAY AND NO DAMAGES FOR DELAY

The Owner shall have the right to defer the beginning of or to suspend the whole or any part of the work herein contracted to be done, whenever, in the opinion of the Owner, it may be necessary or expedient for the Owner to do so. And, if the Contractor be delayed in the completion of the work by any wrongful act, neglect, or default of the Owner, or of the Engineer, or of any other consultant or contractor employed by the Owner upon the work, or by strikes, riots, lockouts, fire, unavoidable casualties, or any other unforeseeable cause clearly beyond the Contractor's control, or by any cause which the Owner shall decide to justify the delay, then for all such delays and suspensions the Contractor shall be allowed an equitable extension in the completion of the work, the same to be determined by the Owner and notified to the Contractor in writing. In no case shall the additional time exceed the time of the delay.

The Owner 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 Owner for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Owner'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 Owner, 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 Owner.

- 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 Owner must promptly evaluate the Contractor's notice and promptly advise, in writing, the Contractor of its determination on how to proceed.

- If the Owner determines that the Contractor is entitled to additional compensation or time, the Owner must make a fair and equitable upward adjustment to the contract price and contract completion date.
- If the Owner 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 Owner 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 Owner can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Owner's ability to adequately investigate and defend against the claim.

ARTICLE XXII - DAMAGES AND LIQUIDATED DAMAGES

The parties acknowledge that in the event of a default in performance by the Contractor it is foreseeable that the Owner will suffer damages for which it is entitled to be compensated, both by virtue of the provisions of this Contract and as a matter of applicable law. Certain of these damages may be reasonably ascertaining. Others shall consist of intangible losses which are difficult of calculation, including but not limited to revenue losses and general and administrative costs. For these intangible losses, in the event the Contractor fails satisfactorily to complete all work for the entire project as contemplated and provided for under this Contract on or before the time wherein final completion is required under the terms of the Contract Documents, the Contractor shall be liable for, and the Owner may deduct from the Contract price, the sum of \$500.00 as liquidated damages for each calendar day (Sundays and legal holidays included) of delay. Such damages shall continue for the period of time that final completion has not been met and the sum thereof is hereby, in view of the difficulty of estimating such damages, fixed and determined as liquidated damages which the Owner will suffer by such time delay. The sum determined pursuant to this paragraph is not a penalty but an attempt reasonably to forecast the potential harm due to intangible losses caused by delay. The Contractor acknowledges that in submitting its bid and in setting the amount thereof it has ascertained the risk of nonperformance under this Article to the same extent as if the Contractor and the Owner had negotiated the amount of liquidated damages at arm's length.

In addition to and not in lieu of liquidated damages for the intangible costs of delay, the Contractor shall be liable for compensatory damages as allowed by law and in addition as hereinafter provided.

The Contractor agrees that, as compensatory damages due on account of delay in performance of the Contract, the Contractor shall be liable for and the Owner may deduct from the Contract Price the actual costs, resulting from the Contractor's failure to complete the work contemplated herein within the time provided, for payment for the services of construction observers necessarily employed on the work and for the services of the Engineer for any number of days in excess of the time allowed in the Contract Documents and for payment for all fines and penalties of whatever description imposed by the State of New Jersey or other governmental agency.

If the amounts of liquidated or compensatory damages due from the Contractor exceed the amounts of all monies due and to become due to the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

ARTICLE XXIII - NIGHT, SUNDAY & HOLIDAY WORK

The Contractor shall notify the Engineer in advance of the nature and timing of the work which it intends to do during nights or on Sundays or holidays.

No night, Sunday or holiday work shall be conducted in violation of law, including, without limitation, applicable noise restrictions.

The Contractor shall not be entitled to compensation beyond the bid amount for any costs incurred for work done during nights, Sundays or holidays in order to accommodate the Owner's operational requirements.

Except where it is necessary for the Contractor to work nights, Sundays, and holidays, as indicated above, the Contractor shall not schedule work to be done at night or on Sundays or holidays except for the usual protective work such as pumping, tending of lights and heating apparatus, etc.

The Contractor's attention is called to the fact that certain aspects of the construction work may have to be scheduled outside of normal working hours due to operational requirements of existing facilities and the Owner's ability to interrupt or modify existing operations. The Contractor may be obligated to work nights, Sundays, or holidays to accommodate the Owner's operational requirements.

ARTICLE XXIV - ACCELERATION

If, in the opinion of the Owner, upon the advice of the Engineer, the Contractor is not making sufficient progress to complete this Contract within the time specified in the Contract Documents, based upon the remaining time within which the work is required to be completed, the Owner may, after giving written notice to the Contractor, require the Contractor to accelerate its performance and employ sufficient means and make sufficient

progress so that final completion will be achieved by the time required by the Contract Documents.

Neither the Owner so notifying the Contractor, nor the Owner's failure to notify the Contractor shall in any way relieve the Contractor from its obligation to complete its performance in a timely manner.

The Contractor shall not be entitled to any additional compensation by reason of such acceleration.

ARTICLE XXV - ILLEGAL DRUGS AND INTOXICATING LIQUORS

The Contractor shall strictly prohibit all persons from using or being under the influence of illegal drugs or intoxicating liquors upon or about the work site(s).

ARTICLE XXVI - EXAMINATION OF WORK AND TESTING

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

No work shall be covered without the advance authorization of the Engineer. The Contractor shall give the Engineer timely notice of the Contractor's intention to cover the work and the Engineer shall act with reasonable promptness in response to such notice. If work is covered without the Engineer's advance authorization, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that work which had been covered with the authorization of the Engineer be observed, inspected or tested, Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for such observation, inspection or testing, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price for such costs. If, however, such work is found not to be defective, Contractor shall be allowed an increase in the Contract Price for those costs directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

ARTICLE XXVII - DEFECTIVE WORK

Observation of the work by the Owner and/or Engineer shall not relieve the Contractor of any of his obligations to fulfill the Contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such defective or unsuitable work or materials may previously have been overlooked by the

Owner and/or Engineer and accepted or approved for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Owner upon the advice of the Engineer, and if any material for use in the work, or selected therefore, shall be condemned by the Engineer as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith move such material from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or unsuitable materials or work within a reasonable time after written notice to the Contractor, the Owner may, without prejudice to any other remedy it may have, correct such deficiencies, and the expense thereof shall be borne by the Contractor.

ARTICLE XXVIII - PROTECTION OF WORK

The Contractor shall take all precautions to prevent damage to the work, including, without limitation, damage caused by surface or ground waters. In case of damage to the work of any kind whatsoever, the Contractor shall, at its own cost, make such repairs or replacements or rebuild such parts of the work, in order that the finished work may be completed as required by the Contract Documents.

ARTICLE XXIX - MISTAKES OF CONTRACTOR

The Contractor shall pay to the Owner all expenses, losses and damages caused by or relating to any defect, omission or mistake of the Contractor or of his materialmen, suppliers or subcontractors (of any tier), or their agents, or employees, or caused by or relating to the making good of such defect, omission or mistake.

ARTICLE XXX - TITLE TO WORK, MATERIALS AND EQUIPMENT

The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to the Owner upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances.

The Contractor shall furnish releases of all liens, claims, security interests and encumbrances at the time the Contractor submits an Application for Payment for the work, materials and equipment.

ARTICLE XXXI - CHANGES

The Owner may, at any time, by written order, and without notice to the sureties, make changes in the work within the general scope of the Contract Documents, consisting of additions, deletions or other revisions. Such changes may include, without limitation, changes in the Contract Documents, Contract Drawings and Specifications, changes in the quantities, estimated quantities, design, line, grade, plan, form, dimensions or materials of the work or any part thereof, changes in the method or manner of performing the work, and changes in Owner-furnished property.

If the Contractor encounters differing site conditions during the progress of the contract work, the contractor must promptly provide written notification to the Owner of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area. Upon receipt of differing site conditions written notice or upon the Owner otherwise learning of differing site conditions, the Owner must promptly undertake an investigation to determine whether differing site conditions are present.

If the Owner determines that different site conditions may result in additional cost or delays, the Owner shall provide prompt written notification to the contractor containing directions on how to proceed. The Owner 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. If both parties agree to the Owner's investigation and directions decrease the Contractor's costs or time, the Owner is entitled to fair and equitable downward adjustment to the contract and price. If the Owner determines that there are no differing site conditions present that would result in additional costs or delays, the Owner must notify the Contractor, in writing, and the Contractor must resume performance of the contract, and be entitled to pursue a differing site conditions claim against the Owner for additional compensation or time attributable to the alleged differing site conditions. Contract execution by the Contractor constitutes 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.

Any other written or oral orders (including, without limitation, directions, instructions, interpretations, or determinations) from the Owner or Engineer to the Contractor that cause material change in the requirements of the Contract Documents, may be authorized as changes under this Clause; provided, as conditions precedent, that the Contractor gives the Owner and Engineer advance written notice at the earliest practicable time (in any case before beginning the work which will be the subject of the claimed change and before incurring any costs in connection with the claimed change) of the date, circumstances and source of the alleged change; provided that the Contractor expressly states in the notice that the Contractor regards the order as a change in the requirements of the Contract Documents and cites this Article of the Contract; and provided that the Owner determines that the claim of the Contractor is meritorious and issues a duly authorized written change order to that effect.

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 and the Owner will 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 Owner 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.

If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Contract, the Owner shall make an equitable adjustment in the Contract Price, the required completion times for the Contract work, or both.

If the Contractor believes that a change directive by the Owner results in a material change to the contract work, the Contractor must notify the Owner 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 Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing. If the Owner determines that a change to the Contractor's work caused or directed by the Owner materially changes the character of any aspect of the contract work, the Owner 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 Owner prior to the contractor performing the subject work. If the Owner 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 Owner for additional compensation or time attributable to the alleged material change.

As a condition precedent to the Contractor's right to any entitlement to increased costs or an extension of time under this Clause, the Contractor must fully document its claim to an equitable adjustment within thirty (30) days after receipt of a written change order from the Owner or within thirty (30) days after the Contractor gives notice of a constructive change. Such documentation shall, without limitation, include a written statement to the Owner and Engineer setting forth the full particulars of the Contractor's claimed

entitlements and the claimed amounts, accompanied by full documentation and detailed accounting in support of all aspects of the claim. The Contractor shall update and supplement its claim and documentation as necessary at intervals not greater than thirty (30) days.

No claims for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

The following general policies shall apply to equitable adjustments under this Article:

- (a) The Contractor shall be entitled to any additional identifiable Contract Direct Costs associated with the changed work excluding Subcontractor's costs. For equitable adjustments not in excess of \$10,000 per change order (total of Contractor's direct cost, overhead and profit), the Contractor may include up to 10-percent overhead factor to its additional identifiable direct job costs, but excluding the cost of any subcontracting, plus up to a 10-percent profit factor to its identifiable direct costs plus overhead amount.
- (b) These overhead and profit factors may be accepted by the Owner as reasonable in lieu of requiring the submission of additional supporting data. However, the Owner reserves the right to review any cost or profit element on a case-by-case basis.
- (c) Equitable adjustments relating to changes in subcontracted work may be similarly handled and the Contractor may add up to 10 percent to the total cost (including overhead and profit factors) incurred by the subcontractor. In such cases, the same reservation of rights shall apply.
- (d) For equitable adjustments in the amount of \$10,000 to \$100,000, the above factors may be included initially for equitable adjustments but will be subject to negotiation, cost and pricing data, and Owner review requirements.

In order to be allowable in equitable adjustments, costs must be reasonable in nature and amount. Indirect Costs (overhead costs) must be allocable to the Contract, i.e., chargeable to the Contract on the basis of relative benefit received or other equitable relationship. Direct Costs for changed work shall be limited to increases or decreases in the identifiable direct cost of the following:

- (a) Direct Labor costs, including the time of a foreman while engaged directly upon changed work.
- (b) Direct Labor employee insurance, social security and other direct costs assessed on Direct Labor payrolls by properly authorized public agencies.

- (c) Direct costs of equipment, materials and supplies installed in the work. The direct cost of these items shall be the actual costs paid by Contractor to the suppliers of these items, without markup.
- (d) Direct costs of job equipment associated with the changed work. The compensatable cost for construction equipment shall be based upon the most current costs established in the "Rental Rate Blue Book for Construction Equipment" (published by Equipment Guide-Book Company) for each piece of equipment having a value in excess of \$50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead. Costs shall be based on an hourly rate determined by dividing the monthly rate listed in the cited "Blue Book" by 176. Overhead and profit factors shall only be applied to the rates charged for rental equipment. No overhead or profit will be allowed for Contractor-owned equipment.

Should the Owner and Contractor fail to agree upon any equitable adjustment the Engineer shall initially fix the terms of the adjustment and if the Owner or Contractor shall be dissatisfied with the Engineer's actions in this regard, such party may give notice to the Engineer of a dispute and a request for a formal decision under the Clause of this Contract entitled, "Responsibility of the Engineer". However nothing shall excuse the Contractor from proceeding with the Contract as changed.

The change orders executed for this Contract shall, in no event, cause the originally awarded Contract Price to exceed limitations set forth in N.J.A.C. 5:34-4.1 et seq., except as may be authorized under such regulation.

ARTICLE XXXII - CHANGES NOT TO AFFECT BOND

No modifications, omissions or additions to the terms of the Contract Documents shall in any way affect the obligations of the sureties on the Contractor's bonds.

ARTICLE XXXIII - DISCONTINUANCE OF WORK

If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the previous written consent of the Owner, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer or Owner shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the Owner may notify the Contractor by seven (7) days advance written notice with a copy mailed to the Contractor's sureties to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate, and the Owner may thereupon, by contract or otherwise as it may determine, complete the work, or such part thereof, and charge the reasonable expense of so completing the work or part thereof to the Contractor; and for such completion the Owner for itself or its contractors may take possession of and use or cause to be used in the completion of the

work or part thereof, any of such materials, equipment, machinery, implements, and tools of every description as may be found at the location of said work.

All expenses charged under this Article shall be deducted and paid by the Owner out of any monies then due or to become due the Contractor under this Contract, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest reasonable figures for the work of completing the contract or any part thereof, or for insuring its proper completion, but all sums actually and reasonably paid therefore shall be charged to the Contractor. In case the expenses so charged exceed the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall pay the amount of the excess to the Owner.

ARTICLE XXXIV - PRICES FOR WORK

The Owner shall pay, and the Contractor shall receive, the price stipulated in the Proposal as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

ARTICLE XXXV - MONEY MAY BE RETAINED

The Owner may keep any monies which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefor, to the payment of any expenses, losses or damages, incurred by the Owner, and may retain until all claims are settled, so much of such money as the Owner shall be of the opinion shall reasonably be required to settle all claims filed with the Owner, its officers and agents, relating to this Contract.

ARTICLE XXXVI - APPLICATIONS FOR PAYMENT

Except as hereinafter provided, the Contractor shall submit monthly a written Application for Payment for the approval of the Engineer on forms furnished by the Engineer for the value of the work done to the date of the Application for Payment and the amount earned by the Contractor under the terms of the Contract Documents.

The Owner shall withhold 2% of the amount due on each Application for Payment for Contracts in excess of \$100,000 in value and withhold 10% for Contracts under \$100,000 in value pursuant to N.J.S.A. 40A:11-16.3, unless the Contractor makes the deposits referred to in N.J.S.A. 40A:11-16.1. Such withholding shall be in addition to any retainage otherwise authorized by law or the Contract Documents.

The Owner shall make payments to the Contractor once each month as the work progresses. Payment may be withheld at any time if the work is not proceeding in accordance with the Contract Documents.

At least twenty (20) days before each monthly progress payment falls due for approval by the Owner (but not more often than once per month), the Contractor will submit to the Engineer an Application for Payment filled out and signed by the Contractor covering the work performed during the period covered by the Application for Payment and supported by such data as the Engineer may reasonably require.

Accompanying each Application for Payment shall be releases of any and all lien claims which may have been filed by persons claiming to have performed any labor or furnished any materials toward performance or completion of this Contract.

Where any specific item(s) in the Application for Payment is questioned, the Engineer may delete those items from the Application for Payment and approve the acceptable portion of the Application for Payment.

For unit price work the quantities set forth in the Contract Documents are estimated quantities. Such quantities are not guaranteed but are solely for the purpose of comparing Bids and determining the initial Contract Price. Determinations of the actual quantities for unit price work will be made by the Engineer, whose decisions (by recommendation of an Application for Payment or otherwise) will be final and binding unless a formal decision is requested within the time provided in the Article of this Contract entitled, "Responsibility of the Engineer" in the Subarticle entitled, "Engineer's Decisions".

Prior to performing unit price work which would cause a net increase in the Contract Price by reason of the estimated quantity(ies) for such unit price work being exceeded, the Contractor shall request that the Owner issue a change order under the Article of the Contract entitled, "Changes" to cover such increase. No increase in the Contract Price will be authorized without advance approval by change order.

Payment requested for stored materials and/or equipment shall, in addition to the conditions set forth in N.J.S.A. 40A:11-16.4, be subject to the following conditions:

- (a) The materials and/or equipment shall be received in a condition satisfactory for incorporation in the work.
- (b) The materials and/or equipment shall be stored in such manner that they will not be damaged due to weather, construction operations or any other cause.
- (c) An invoice from the supplier shall be furnished for each item which payment is requested.
- (d) The Contractor shall furnish written proof from the supplier of payment for at least 90% of the cost of the materials and/or equipment, no later than thirty (30) days after Contractor's receipt of the payment for such

materials and/or equipment from the Owner. The Owner shall have the right to deduct from the next Application for Payment an amount equal to the cost of the said materials and/or equipment if adequate and timely proof of payment is not submitted by the Contractor.

- (e) Title to the stored materials and/or equipment shall pass to the Owner immediately upon the Owner's issuance of payment for the same. All stored materials and/or equipment for which the Owner has title shall be prominently labeled by the Contractor to indicate that title is in the Owner.
- (f) Risk of loss for the stored materials and/or equipment shall remain in the Contractor until the materials and/or equipment shall be incorporated into the works and finally accepted by the Owner. The Contractor shall maintain (and provide evidence of) adequate insurance to cover the risk of loss of the stored materials and/or equipment.
- (g) All stored materials and/or equipment shall be, at all reasonable times, subject to the inspection of the Engineer and the Owner. The Contractor shall bear the cost of Engineer's time and expense incurred in traveling to the Contractor's storage site(s).

The Engineer will, after receipt of each Application for Payment, either indicate in writing its approval of payment and present the Application for Payment to the Owner, or return the Application for Payment to the Contractor indicating in writing its reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application for Payment. The Owner shall review the Application for Payment at its next regularly scheduled meeting (provided that the Owner has received the Application for Payment in accordance with the Owner's standard payment procedure). Any Application for Payment shall be subject to correction in any subsequent Application for Payment.

ARTICLE XXXVII - FINAL ESTIMATE AND PAYMENT

The Contractor shall, as soon as practical after the final completion of this Contract, submit to the Engineer, in writing, for his approval, a final Application for Payment.

All prior Applications for Payment shall be subject to correction in the final Application for Payment.

Upon final completion and acceptance by the Owner, the Owner shall pay to the Contractor, as provided by law, the entire balance of the Contract Price due hereunder, including the amount withheld pursuant to N.J.S.A. 40A:11-16.3, after deducting therefrom all previous payments and all amounts to be deducted and all amounts to be retained under the provisions of this Contract and as permitted by law. Such final payment shall not be made before the expiration of the time within which claims for labor performed and materials furnished under the Contract must be filed under the "Municipal Mechanics Lien Law" (N.J.S.A. 2A:44-125, et seq.).

The Owner, with the advice of the Engineer, shall fix the date of final completion of the work and shall annotate the date upon the final Application for Payment.

ARTICLE XXXVIII - LIENS

If at any time before final payment any person or persons claiming to have performed any labor or furnished any materials, toward the performance or completion of this Contract, shall file proper notice of claim, the Owner shall retain, until the discharge thereof from the monies under its control, so much of such monies as shall be sufficient to satisfy and discharge the amount claimed to be due in such notice, together with the estimated cost of any action or actions to be incurred by the Owner in connection with the filing of such notice.

After such retainage, the balance of money which may be due to the Contractor shall not be paid by the Owner until the Contractor has delivered to the Owner an Affidavit to be signed personally by the Contractor, or by a General Partner if Contractor is a Corporation, or by the President or Secretary if Contractor is a Corporation, attesting to the payment of all others who supplied labor, materials or equipment for the Contract and for which a lien claim could be filed, with receipts in full to cover the potential claims of such other suppliers of labor, materials or equipment, such receipts to be attached to such Affidavit.

ARTICLE XXXIX - WAIVERS

Neither the observation by the Owner or the Engineer nor any of their agents, nor any order, measurement, or certification by the Engineer, nor any order by the Owner for the payment of money nor payment for, nor acceptance of, the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and, in addition to all other suits, actions, or legal proceedings, the Owner shall also be entitled as of right to a writ of injunction as a relief against any breach of any of the provisions of this Contract.

ARTICLE XL - LIABILITY OF OWNER

No person, firm or corporation, other than the Owner, the Engineer and the Contractor, now has any interest hereunder, and no claim by any other person to be a beneficiary of this Contract shall be made or be valid, and neither the Owner nor any agent of the Owner, shall be liable for, or be held to pay, any money, except as herein provided. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the Owner, the Engineer and every agent of the Owner and Engineer, for all claims by and liabilities to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or the Engineer or of any person relating to

or affecting the work except the claim against the Owner for the remainder, if any there be, of the amounts deducted or retained as herein provided.

ARTICLE XLI - WARRANTY

The Contractor warrants to the Owner and Engineer that the materials and equipment furnished by the Contractor or any Subcontractor (of any tier) under the Contract Documents will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. This warranty excludes remedy for damage or defect caused by others for whom the Contractor is not responsible, modifications not executed by the Contractor or its Subcontractors (of any tier), improper operation, or normal wear and tear under normal usage. In case of inquiry by the Engineer, the Contractor shall furnish evidence, satisfactory to the Engineer, as to the nature and quality of any work, materials or equipment furnished under the Contract.

ARTICLE XLII - MAINTENANCE PERIOD

In addition to, and not in lieu of the Contractor's warranty, above, if, within two years from the date of Owner's final acceptance of the Contractor's work or such longer period of time as may be prescribed by law or regulation or by the terms of any special warranty required by the Contract Documents, any such work is found to be defective or requires repair, amendment, reconstruction, or rectification to keep the facility and its appurtenances in good and serviceable condition, the Contractor shall promptly, without cost to the Owner and in accordance with Owner's written instructions, either correct such condition or, if the work has been rejected by the Owner, remove it from the site and replace it with proper work. Such one-year period is referred to here as the "Maintenance Period."

The Contractor's maintenance obligation excludes remedy for damage or defect caused by others for whom the Contractor is not responsible, or caused by Owner's improper use or operation, or caused by the failure of the Owner to provide necessary lubricants.

Throughout the Maintenance Period, the Contractor shall also correct any settlement or erosion in fills or cuts and restore all ground areas to elevations indicated on the Contract Drawings when so instructed by the Owner or the Engineer.

The Contractor's Maintenance Bond shall remain in effect until the end of the Maintenance Period.

If the Contractor does not comply with the requirements of the above stated warranty obligations or maintenance obligations, promptly correct the work, promptly comply with the terms of instructions of the Owner or Engineer, or, in an emergency where delay would cause material risk of loss or damage, the Owner may have the work corrected or the rejected work removed and replaced and all direct, indirect and consequential costs of

such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be borne by Contractor and may be deducted from amounts payable to the Contractor under the Contract under the Contract. If instead of requiring correction or removal and replacement of the work, the Owner prefers to accept it, the Owner may do so and the Owner shall be entitled to an appropriate decrease in Contract Price.

ARTICLE XLIII - LEGAL ADDRESS OF CONTRACTOR

The address given in the bid or proposal submitted by the Contractor and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to the Contractor may be certified, mailed or delivered. The delivery at the site office, or delivery to the address given in the bid or proposal or depositing in a postpaid wrapper directed to the address given in the bid or proposal, in any post office box regularly maintained by the U.S. Postal Service of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The Contractor's address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Owner with a copy to the Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the personal service of any notice, letter or other communication upon a Contractor's representative.

ARTICLE XLIV - RIGHT OF THE OWNER TO TERMINATE CONTRACT OR GIVE A THREE (3) DAY DEFICIENCY NOTICE

In the event of any material delay or default in the performance of any of the provisions of the Contract Documents by the Contractor, or by any of his Subcontractors (of any tier), the Owner may serve written notice upon the Contractor and the surety(ies) of its intention to terminate the Contract, such notice to contain the reasons for the Owner's intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such delay or default shall cease or arrangements for the correction and cure of the delay or default satisfactory to the Owner shall be made, the Owner may, upon the expiration of said ten (10) days, terminate the Contract. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Contractor and the surety(ies), and the surety(ies) shall have the right to take over and perform the Contract; provided, however, that if the surety(ies) do not commence performance of the Contract within ten (10) days from the date of the mailing to such surety(ies) of the notice of termination and correct and cure such delay or default or make arrangements for the correction and cure of the delay or default satisfactory to the Owner, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account of and at the expense of the Contractor and may deduct the cost thereof from the payment then or thereafter due to the Contractor, and the Contractor and the surety(ies) shall be liable to the Owner for any excess cost caused to the Owner thereby, and in such event the Owner may take possession of and utilize in

completing the work, such of the Contractor's materials, equipment appliances, and plant as may be on the site of the work and necessary or convenient therefor.

In addition to and not in lieu of the termination remedy provided above or any other remedy the Owner may have, if the Contractor or Subcontractor (of any tier) should fail or neglect at any time to prosecute the work properly or fail to perform any provision of the Contract Documents, the Owner may give a three (3) day written deficiency notice. The Owner, after three (3) days from the service of the three (3) day deficiency notice to the Contractor, may make good such deficiencies for the account of and at the expense of the Contractor and may deduct the cost thereof from the payment then or thereafter due to the Contractor and the Contractor and the surety(ies) shall be liable to the Owner for any excess cost caused to the Owner thereby.

In addition to and not in lieu of the termination remedies provided above, the Owner may terminate this Contract, in whole or in part, for the convenience of the Owner, if the Owner determines that such termination is in the Owner's interest. Such termination shall be by written notice to the Contractor specifying the extent of termination and the effective date. In case of such termination for convenience, the Contractor shall be paid for the work satisfactorily completed to the date of termination, together with the reasonable costs of settlement of the work terminated, but not for lost or anticipated profits on the work terminated.

ARTICLE XLV - USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

The Contractor agrees to the possession, use and occupancy of any portion or unit of the project prior to acceptance by the Owner.

The possession, use or occupancy of any part or parts of the project by the Owner shall not operate to relieve the Contractor from its responsibility to complete all of the work as specified in the Contract Documents. The possession, use or occupancy by the Owner of any part of the project, as aforesaid, shall not constitute or necessarily imply Completion or acceptance of that part of the project or work by the Owner or Engineer.

ARTICLE XLVI - PAYMENT FOR UNCORRECTED WORK

Should the Owner direct the Contractor not to correct work that has been damaged or that has not been performed in accordance with the Contract Documents, an equitable deduction from the amount payable under the Contract, as determined by the Engineer, shall be made to compensate the Owner for the uncorrected work.

ARTICLE XLVII - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an express waiver or modification to the Contract Documents, in writing, and no evidence shall be introduced in any proceeding of any other alleged waiver or modification.

ARTICLE XLVIII - CONTRACTOR BOOKS AND RECORDS

The Contractor shall maintain its books and records in accordance with generally-accepted accounting principles and auditing standards throughout the performance of this Contract and for three (3) years after final completion and acceptance.

ARTICLE XLIX – MANDATORY EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACTS

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.

Americans with Disabilities Act of 1990

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~ 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 act 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 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 must 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 proceedings 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.

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.

Business Name (Print): _____

Representative's Name (Print): _____

Representative's Title: _____

Representative's Signature: _____

Phone: _____

Date: _____

Pay to Play Advisory

**Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

BIDDER'S SIGNATURE

DATE

IN WITNESS WHEREOF, the parties to these presents have hereunto set their names and affixed their seals:

TOWNSHIP OF HAMILTON

By: _____

_____(Seal)

Title

Attest:

Title

Contractor

By: _____

_____(Seal)

Title

Attest:

Title

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of New Jersey)

)ss.:

County of Atlantic)

I CERTIFY that on _____, 20__ , personally
came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the clerk of the TOWNSHIP OF HAMILTON
- (b) this person is the attesting witness to the signing of this Contract by the proper officer who is the of the TOWNSHIP OF HAMILTON
- (c) this document was signed and delivered by the TOWNSHIP OF HAMILTON as its voluntary act duly authorized by a resolution of said TOWNSHIP OF HAMILTON
- (d) this person knows the proper seal of the TOWNSHIP OF HAMILTON which was affixed to this Contract; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to
before me on

_____, 20__.

(Notary Public)

(Attesting Witness)

(ACKNOWLEDGMENT OF OFFICER OF
CONTRACTOR ATTESTING CONTRACT)

State of New Jersey)
)ss.:

County of)

I CERTIFY that on _____, 20 ____, personally came before me
and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of the corporation named as the Contractor in
this Contract;
- (b) this person is the attesting witness to the signing of this Contract by the
proper officer who is the of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary
act duly authorized by a resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to
this Contract; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to
before me on
_____, 20 ____.

(Notary Public)

(Attesting Witness)

PERFORMANCE BOND

KNOW all men by these presents, that we, the undersigned, _____, as principal and _____, as sureties, are hereby held and firmly bound unto the Township of Hamilton in the penal sum of _____ dollars, 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 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 Township of Hamilton (the "Contract"), 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 _____ to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used 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, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; 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 herein stated.

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 shall in anyway affect the obligation of said surety on its bond.

Recovery of any claimant under this bond shall be subject to the conditions and provisions of Article 12, Chapter 44 of Title 2A of the New Jersey Statutes (N.J.S.A. 2A:44-143, et seq.) to the same extent as if such conditions and provisions were fully incorporated in this bond.

IN WITNESS WHEREOF said principal and surety have hereunto set their respective hands and seals or caused these presents to be signed and sealed by their proper representatives on the day and date set forth above.

WITNESS/ATTEST _____
Principal
By _____

ATTEST _____
Surety
By _____

NOTE: If the principal (Contractor) is a partnership, the bond should be signed by each of the general partners.

If the principal (Contractor) is a corporation, the bond must be signed by and attested by duly authorized representatives and an enabling corporate resolution must be attached.

There are to be executed an appropriate number of counterparts of this Performance Bond corresponding to the number of counterparts of the Contract.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

MAINTENANCE BOND

KNOW all men by these presents, that we, the undersigned, _____, as principal, and _____, as sureties, are hereby held and firmly bound unto the TOWNSHIP OF HAMILTON in the penal sum of _____ dollars, 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 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 TOWNSHIP OF HAMILTON (the "Contract"), 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 all things agreed by _____ to be done and performed according to the Articles of the Contract entitled, "Warranty" and "Maintenance Period"; then this obligation shall be void; otherwise the same shall remain in full force and effect; 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 herein stated.

This Maintenance Bond is to remain in effect until the end of the Maintenance Period provided under the Contract.

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 therefore shall in anyway affect the obligation of said surety on its bond.

IN WITNESS WHEREOF said principal and surety have hereunto set their respective hands and seals or caused these presents to be signed and sealed by their proper representatives on the day and date set forth above.

WITNESS/ATTEST

ATTEST

Principal

By _____

Surety

By _____

NOTE: If the principal (Contractor) is a partnership, the bond should be signed by each of the general partners.

If the principal (Contractor) is a corporation, the bond must be signed by and attested by duly-authorized representatives and an enabling corporate resolution must be attached.

There are to be executed an appropriate number of counterparts of this Maintenance Bond corresponding to the number of counterparts of the Contract.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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Section 1.0 General Requirements

1.0.1 General

The Contract Documents for this work are identified in the Article of the Contract entitled Definitions.

The term "Engineer" and "Architect" are used interchangeably within the Contract Documents and are intended to refer to the Owner's Design Representative familiar with the design or construction phases of the project.

The Detailed Specifications consist of two (2) Sections as follows:

Section 1 - General Requirements

Section 2 - Technical Specifications

1.0.2 Work Included

The following information is part of this Section:

1.0 General Requirements

1.1 Additional Information

1.2 Special Project Procedures

1.3 Coordination

1.4 Field Engineering

1.5 Regulations

1.6 Alternates

1.7 Measurement and Payment

1.8 Project Meetings

1.9 Submittals

1.10 Quality Control

1.11 Construction Facilities and Temporary Utilities

1.12 Material and Equipment

1.13 Special Conditions

1.0.3 Project Description

The Contractor is to provide administrative and scheduling personnel as well as provide all the labor, superintendence, materials, plant, tools and equipment necessary and

required for properly performing and completing the work as described and more particularly specified within the time stipulated. He is to furnish, erect, maintain and remove the construction plant and such temporary works as may be required. These requirements include, but are not restricted to, suitable quarters for workers where necessary, including temporary sanitary facilities, water supply, heat and light for the workers as well as for construction purposes. Existing public roads which are adjacent to the construction site may be affected by construction activities on the site.

The Contractor will be required to keep these roads open at all times during the contract and maintain these roads in a safe condition which is suitable for the public use. The connection to, or extension of, existing utility services from locations on the existing property is part of this Contract. Temporary roads, guards, lights and signposts are to be included. The Contractor is to furnish all material, equipment and labor necessary to complete his work in accordance with the terms of this Contract and the requirements thereunder, including all general and detailed Specifications hereinafter outlined.

A description of the work is included in the Scope of Contract section of the specifications. This description generally defines the work to be undertaken on this project and is to be supplemented by the remaining contract documents and site visitations.

1.1. Additional Information

1.1.1 Insurance and Time Limits

The Contractor is to refer to the appropriate sections of the Information for Bidders and the Contract ("CON") pages for insurance requirements and time limits relating to project completion.

1.1.2 Allowances - NOT IN CONTRACT

1.1.3 Patents and Royalties

If any design, device, material or progress covered by letters, patent or copyright is used or installed by the Contractor, he is to secure, pay for and provide for such use by legal agreement with the holder of the patent or a duly authorized licensee of such holder, and is to save harmless the Owner and the Engineer from any and all loss or expense on account of including its use by the Owner.

1.1.4 Guarantees

All work, materials, and equipment furnished under this Contract are to be guaranteed by the Contractor to perform the services required of them, to the full satisfaction of these Specifications, for a period of one (1) year from the date of the final acceptance.

1.1.5 Other Contracts

The Owner may let other contracts related to the work of the Contractor. The Contractor is to cooperate with other contractors with regard to storage of materials and execution of the work. It is the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities indicates the work of other contractors has been satisfactorily completed to receive his work. The Contractor is not responsible for defects of which he could not

have known, which develop in the work of others after the work is completed. Where work under this Contract is to be connected to work under other contracts, it is the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the provisions of the Contract Documents.

1.1.6 Witness Testing

All testing of materials and equipment specified under the various sections of these Contract Documents is to be witnessed by the Engineer and by a representative of the New Jersey Department of Environmental Protection at its option.

1.2 Special Project Procedures

1.2.1 Engineer's Field Office - NOT IN CONTRACT

1.2.2 Photographs

Refer to "Information to Bidders" Section 0.26.

1.2.3 Emergency Telephone

The Contractor is to maintain telephones at all times after regular working hours, including weekends and holidays, where he or his representatives can be reached on an emergency basis. The Contractor or his representatives are to be prepared to act to correct conditions on the site deemed to constitute an emergency by either the Owner, his agent, the Engineer, or local authority, but he is not to wait for instructions before proceeding to properly protect both life and property. If a condition on the site requires attention after working hours, either the Owner, agent, Engineer, or local authority may call the Contractor or his representatives at the emergency telephone number, identify himself and describe the emergency condition. The Contractor is expected to dispatch men and equipment to adequately institute corrective measures within two (2) hours. If, for some reason, the Contractor or his agent cannot be reached at the emergency number after a reasonable time (1/2 hour), the Owner will have the right to immediately initiate corrective measures in accordance with the Article which follows, covering Emergency Services to Correct Hazardous Conditions, and the Contractor will be considered to have waived any right to perform emergency service.

1.2.4 Emergency Services to Correct Hazardous Conditions

In the event that the Contractor fails to maintain safe job conditions or traffic conditions, including, but not limited to, trench settlement and hazardous piling or storage of backfill or construction materials, the Owner, after failure of the Contractor to commence substantial steps at the job site to rectify the situation within two (2) hours of the time the contractor has been notified, pursuant to the preceding paragraph, of the unsafe conditions, may hire guards, take such precautions, make such repairs and take any other steps which the Owner or the Owner's agent, in its discretion, considers necessary to protect the property, persons, or the Owner. The cost of any of these precautions, guards, or steps will be deducted from the payments due the Contractor, and the Contractor will be billed for these services, work, and materials at prevailing rates.

1.2.5 Notification to Utility Companies and Owners of Buried Pipelines

The Contractor is to comply with all provisions of the “Underground Facility Protection Act” (P.L. 1994 Ch. 118). Prior to the start of any work in the vicinity of existing utilities or appurtenances, the Contractor is to notify the owner of the utilities at least ten (10) days in advance of the start of his work. The Engineer is to be furnished, in writing, the time at which such notice was given and the Garden State Underground Plant location service markout confirmation number, prior to the start of any work.

1.2.6 Work In Bad Weather

During freezing, stormy or inclement weather, no work is to be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

When required, protection is to be provided by use of tarpaulins, wood and building paper shelters, or other approved means.

During cold weather, materials are to be preheated, if required, and the materials and adjacent structure into which they are to be incorporated are to be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces are to be artificially heated by approved means which will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar are to be sufficiently heated so that the mixture will be warm throughout when used.

1.2.7 Explosives

Explosives are not to be stored at the site of the Project. If explosives are required, their use may be permitted after discussions with the Owner in consultation with the Engineer and written permission from the Owner and authorities having jurisdiction, and only under the supervision of competent licensed blasters.

1.2.8 Owner/Engineer/Architect Protection

The Contractor is solely responsible for construction methods and safety at the site of his work. He must fully protect the Owner, the Owner's employees or visitors; the Engineer and Architect from all claims. The protection is to be of a form and amount satisfactory to the Owner and his Engineer or Architect.

1.3 Coordination

1.3.1 General

The review and coordination of shop drawings, actual execution of the work, and testing between general construction work, equipment and piping installation, pertinent instrumentation and electrical work is the responsibility of the Contractor.

The Engineer will check each shop drawing submitted to determine whether it complies with the intent of the Contract Documents and the design. This same requirement is placed on the Contractor and his supplier. It is the intention of the Contract Documents to place various materials of construction and related requirements in their proper place both on the Drawings and in the specifications. However, no guarantee is made that such locations are, in every instance where the Contractor might expect to find them.

The Contractor is required to provide, or make available, all of the Contract Documents to each vendor and subcontractor, both prior to bid to ensure proper Proposals, and during construction to insure compliance with the intent of the Contract Documents. This is the sole responsibility of the Contractor.

The Engineer is not responsible for project coordination between various subcontractors, which is the responsibility of the Contractor. The Engineer will observe, by attendance at regularly scheduled job meetings, the orderly flow and progress of the work. The various subcontractors and those people responsible to them are required to interact with each other to insure that the work progresses in an orderly fashion and without exceeding the time allotted in the Contract.

The Contractor is to refer to the appropriate sections of the Contract Documents which defines the limitations of the Engineer's responsibilities.

The Contractor is responsible for reading all the Specifications and following the various Contract Drawings. His review of all the Contract Documents as well as shop drawings, coordination drawings and other information required to complete the project is his sole responsibility. He is to request clarification on any matters where ambiguities might exist, in order to receive instruction as to the proper documents to follow.

All products or materials which require the selection of color finishes are to be submitted early and with sufficient lead time to permit the Owner or his Engineer or Architect to develop an overall color coordination system for use by the Contractor in the final installation. Delays in submitting such product or material samples or color charts at one time may delay the selection process and prevent the Contractor from granting suppliers final releases for fabrication.

1.3.2 Working Hours

The Contractor should generally limit construction operations and activities between the hours of 7 A.M. and 6 P.M. unless stricter limitations are established by law. No pile driving, pulling or other noisy operations, or operations entailing the use of vibratory hammers or compactors shall started prior to 7:30 A.M., prevailing time. The Contractor must also abide by the provisions of the Article of the contract entitled, "Night, Sunday & Holiday Work".

1.4 Field Engineering

1.4.1 Method of Construction

Before starting the work, and from time to time during its progress as the Engineer may request, the Contractor is to outline to the Engineer the methods he plans to use in doing the work and the various steps he intends to take.

1.4.2 Additional Instructions and Detail Drawings

The Engineer may furnish the Contractor with additional instructions and detailed drawings as may, in the opinion of the Engineer, be required to clarify the work included in the Contract. The additional drawings and instructions, thus supplied to the Contractor, will be coordinated with the Contract Documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor is to carry out the

work in accordance with any additional detailed drawings and instructions. Additional instructions and detail drawings are not to be considered extra work.

1.4.3 Pipe Location

All new pipe lines are to be located substantially as indicated on the drawings, but the right is reserved to make such modifications in their location as may be found desirable to avoid interference with existing structures or for other sound reasons. Where fittings or accessories are noted on the drawings, such notation is for the Contractor's convenience and does not relieve him from laying and joining different or additional fittings where required to place pipe in proper position, without additional compensation. Where existing underground utilities are encountered which were not anticipated or indicated, the Contractor is to request from the Engineer such instructions as may be necessary to properly install new piping in order to eliminate the interference. In certain instances, a negotiated realignment cost may be required.

1.4.4 Changes in Design

If, during construction, it is found expedient by the Contractor to modify or change the design of any part of the facility, including the equipment or any part thereof, completely detailed and checked working drawings showing the proposed changes are to be submitted to the Engineer for his review. Any permitted modification or change of design as set forth above is to be at the sole discretion of the Engineer. Approval of such changes does not release the Contractor from his obligation or guarantees, nor are any of the conditions of the Contract abrogated thereby. Any additional costs, including redesign costs to this Contract resulting from these changes, are to be borne by the Contractor. The Contractor is further to note the Contract Article entitled "Changes".

1.5 Regulations

1.5.1 General

All work under this Contract is to comply with all applicable requirements of Federal, State and local statutes, regulations, and codes, and especially the safety provisions contained therein.

Certain work to be done within the scope of this Contract may be required to meet the specification of persons, municipalities or bodies other than the Owner. The Contractor is to be responsible for obtaining the approval and acceptance of his completed work by such persons, municipalities, counties and similar bodies. Such work may include, but is not to be restricted to installation of sidewalks, curbs, pavement or utilities; plumbing, electrical and building construction work or other incidental work required to complete the Contract.

1.5.2 Environmental Protection

The Contractor is to minimize environmental impact due to his construction operations during all phases of his work. This shall include, but is not limited to, prohibition of the following construction procedures.

1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or any unspecified locations.

2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, wetlands, or surface waters.
3. Pumping of silt-laden water from trenches or other excavations into surface waters, stream corridors, or wetlands.
4. Damaging vegetation adjacent to or outside of the access road or the right of way.
5. Disposal of trees, brush, and other debris in any stream corridors, wetlands, surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of any flow line of any stream.
7. Open burning of project debris.
8. Use of chemicals for dust control.
9. Use of asphaltic mulch binder.
10. Discharge of test waters with high chemical disinfectant or other pollutant concentrations.

The Contractor shall protect to the dripline all trees not designated by the Engineer to be removed.

The Contractor is directed to the appropriate sections of the Specifications for additional information regarding environmental work and protection.

1.5.3 Labor, Safety, Health and Security Regulations

The Contractor is to refer to the appropriate portions of Information for Bidders regarding Regulations.

The Contractor is to provide adequate signs, barricades, lights and uniformed guards and take all necessary precautions for the protection of the workers, the work and the safety of the public. All traffic control shall be in accordance with the requirements of the latest edition of the USDOT "Manual of Uniform Traffic Control Devices." All barricades and obstructions are to be protected at night by suitable signal lights which are to be lit from sunset to sunrise. Barricades are to be of substantial construction and painted such as to increase their visibility at night. Suitable warning signs are to be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

The Contractor is to keep on proper lights each night between the hours of sunset and sunrise at and upon all portions of his work; upon all ranges or other stakes in connection with the work, when deemed necessary by the Owner or by the proper authorities, or when required by the liability insurance coverers, and is to be responsible for all injuries and damages resulting from neglect or failure in this respect. Night lighting must be so sized, concentrated and located so as to cast not more than two (2) foot candles around

new construction and excavations. All excavations and obstructions must be properly marked, lighted and provided with railing and other guards.

The Contractor is to maintain sufficient guards by day and night to prevent accidents of any kind or character whatsoever, and will be liable for any damage which may arise from any negligence on his part or that of his agents and employees.

If, at any time, in the opinion of the Owner or the Engineer, the work is not properly lighted, barricaded, and in all respects safe in respect to public travel, persons on or about the work, or public or private property, the Owner will have the right, but not the obligation, to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor is to promptly comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition or if the Contractor or his representative is not upon the grounds so that he can be immediately notified of this insufficiency of safety precautions in accordance with the procedures for notification of the Contractor specified under "Emergency Telephone", then the Owner may put the work into such a condition that it shall be, in his opinion, in all respects safe and the Contractor is to pay all expenses of such labor and materials as may have been used for this purpose by him or by the Owner. Such action of the Owner, or his failure to take such action, will in no way relieve the Contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of the safety precautions taken by him, by the Owner acting under authority of this Section.

1.5.4 Sanitation

Sanitary conveniences, properly screened from public observation, for the use of all persons employed on the work and beginning with the first persons engaged in preliminary operations, are to be provided and maintained by the Contractor in sufficient numbers, in such a manner and at such locations as will be approved. Sanitary facilities are to be completely self-contained, chemically treated and regularly serviced.

1.5.5 Sales Tax Exemption

The Contractor is to refer to the Information for Bidders regarding sales tax exemptions.

1.5.6 Fire Safety

The Contractor is held responsible and is to maintain conditions which promote fire safety in his operations at all times. Materials which could constitute a fire hazard such as gasoline, paints, wood and paper products are to be safely stored.

1.6 Alternates

1.6.1 General

The Contractor is to refer to the appropriate section of the Information for Bidders regarding the substitution of alternate materials and equipment.

1.7 Measurement and Payment

1.7.1 General

For the estimating of quantities in which the computation of areas by geometric method would be comparatively laborious, it is stipulated and agreed that the planimeter may be considered an instrument of precision adapted by the measurement of such areas.

It is further stipulated and agreed that the computation of the volume of prisms is to be by the method of average end areas.

1.8 Project Meetings

1.8.1 Preconstruction Conferences

The Contractor shall refer to Information for Bidders, paragraph "Pre-construction and Construction Conferences" for information regarding preconstruction conferences.

1.8.2 Job Meetings

The Engineer may schedule regular job meetings at least twice monthly during the life of the Contract. The time and location of meetings is to be set by the Engineer. The Contractor, unless otherwise notified by the Engineer, is to have an authorized representative attend each meeting.

The purpose of these meetings is for maintaining communication between the Owner, Engineer and Contractor, including the Contractor's subcontractors and suppliers. The meetings are to be used to coordinate various parts of the work, update construction schedules, prepare progress estimates and respond to questions which may be raised by the various participants.

1.9 Submittals

1.9.1 General

This section covers a variety of different types of documents, drawings, and material which the Contractor is to provide to the Engineer or Owner for his approval, information, or use. Submittals will include, but not be limited to: bonds, bid price breakdown, construction schedule, shop drawing schedule, shop drawings, samples, color charts, operating and maintenance manuals, parts lists, spare parts and materials, special tools, and guarantees.

These items are to be submitted as specified in this Division and other Divisions of the Specifications, in the proper quantities, and in a timely manner.

1.9.2 Shop, Coordination, Setting and Installation Drawings and Samples

The Contractor shall promptly submit to the Engineer, one (1) reproducible and five (5) copies of detailed shop drawings, guaranteed test curves, and manufacturer's specifications for all equipment, tools and furnishings to be supplied under this Contract. Detailed shop drawings shall be submitted for items such as piping, ducts, miscellaneous metals, reinforced plastics, structural steel, reinforcing steel, mechanical equipment, fabricated items, electrical components, instrumentation and other work, whether or not mentioned in this section.

The Contractor shall submit these data with such promptness as to avoid delay in the work. In no case shall shop drawings be submitted later than 30 days after Contract signing. Mechanical items, electrical items, instrumentation, reinforcing steel, and other

items requiring long lead times and extensive review time shall be submitted first. Items requiring a lesser degree of lead time or review time may be submitted toward the end of this 30 day period. In order for the Contractor to be deemed to have fulfilled this requirement, his individual submissions must be complete in every respect so that a logical and orderly review might follow. Piecemeal submissions are not acceptable. Final submissions for approval must be complete in all respects.

When dimensions are of particular importance, the drawing must be certified by the manufacturer as correct for this project.

The Engineer will review submitted data within a reasonable time after receipt of such data considering the complexity and completeness of such submissions. He shall determine at his sole discretion whether the data submitted are sufficient to render a decision. Resubmission of drawings by the Contractor for the Engineer's approval must be completed within thirty (30) days of the return of the previous submission by the Engineer, unless the Engineer specifically agrees to the contrary.

No materials, equipment or specialties are to be purchased, fabricated or released until the Engineer has approved the shop or working drawings as conforming to the contract requirements. All materials and work involved in the construction shall then be as represented by such drawings.

Shop drawings are to be not smaller in size than 8-1/2 x 11 inches nor larger than the 30"x 42". Reproductions of the Engineer's drawings will not be acceptable as shop drawings. Before submitting shop drawings, the Contractor must check and sign all drawings, noting thereon any deviation from the Contract Drawings and Specifications.

One (1) reproducible and five (5) copies of shop drawings, test curves, or other material are to be submitted for approval. Following his review, the Engineer will return three (3) copies to the Contractor. If shop drawings are checked "Revise and Resubmit" by the Engineer, the Contractor must resubmit one (1) reproducible and four (4) copies of the revised shop drawings, of which three (3) will be returned to the Contractor by the Engineer.

The Contractor is to be responsible for furnishing subcontractors with approved shop drawings as required. No shop drawings are to be used for construction, ordering, fabrication, or other reasons unless marked "No Exceptions Taken" or "Make Corrections Noted" by the Engineer. Should the Contractor desire more than two (2) copies of approved shop drawings, he is to submit one (1) additional reproducible drawing, identical to that approved by the Engineer, to the Engineer. The Engineer will then mark this additional reproducible drawing and return it to the Contractor for his use.

The Contractor is to note the difference in action expected by the Engineer with regard to Engineer required drawings such as shop, coordination and installation drawings, and those which are presented by the Contractor, by his own choice, and for his convenience. Engineer required drawings are to be construed as those which define shop systems work, parts drawings, fabrication drawings, test reports, certifications, and manufacturer's

installation requirements. These will be reviewed and stamped appropriately by the Engineer after detailed review.

Contractor's coordination and/or installation drawings which are presented at his option are to be construed as those which assist the Contractor in his orderly execution of the work. Such drawings will be reviewed by the Engineer only as a convenience afforded the Contractor and shall not be stamped by the Engineer.

All Engineer required drawings are to be stamped by the Contractor certifying his review and approval thereof. The stamp is to bear the following information:

APPROVED FOR CONTRACT REQUIREMENTS

The Contractor's signature below indicates that he has checked the drawing with the Contract Drawings and Specifications and found it to meet all requirements of same including dimensions, and that the Contractor's guarantee fully applies to the specified material or equipment.

RE: Specification Section _____ Page No. _____ Paragraph No. _____

Drawing Sheet _____ By: _____

Signature/Contractor

Approval of any shop drawings, manufacturer's specifications, or other material by the Engineer does not relieve the Contractor of the responsibility for:

- a) Errors of any sort in shop or setting drawings or schedules.
- b) Deviations from Contract Drawings or Specifications unless the Contractor has given written notice to the Engineer of any such deviations at the time of submission.
- c) Responsibility for proper performance of his work.
- d) Coordination with other trades.
- e) Safety and security on the job site.

Data must include dimensions, detailed drawings, and manufacturer's specifications for all items. Specific data required are set forth under the various Specifications items, but in general, are to include characteristics and efficiency curves for all motors and pumps, as well as weights of equipment to be delivered.

When required by the specifications, the Contractor is to furnish duplicate samples of materials, finishes or other items proposed to be used in the work. All materials, finishes and workmanship incorporated in the work are to be similar and equal to the approved

samples. The Engineer shall retain such samples until final acceptance of the project and return only those samples specifically requested.

The Contractor is to prepare and submit to the Engineer for approval, a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work. Such schedules will be subject to change from time to time in accordance with the progress of the work. Major emphasis will be placed on the submission of the shop drawing schedule which is to include submittal dates, time of starting manufacture, time of testing at place of manufacture where applicable, and date of delivery.

1.9.3 Payment Schedule and Cost Breakdown

Prior to contract signing, the Contractor is to have submitted and received approval on a cost breakdown which will be used in preparing the monthly requisition for payment. The breakdown is to be in sufficient detail to facilitate a meaningful and fair estimate of work in place as evaluated by the Engineer. Any unrealistic breakdown of work which is anticipated early in the construction period may be cause for rejection of the breakdown and require resubmittal prior to contract signing.

The cost breakdown is to define costs associated with individual subcontracts by key elements. Each subcontractor is to file a waiver of lien with each monthly estimate submitted to the Contractor, before the Contractor's monthly estimate can be processed.

1.9.4 Record Drawings

The Contractor is to keep accurate records of all deviations of his work from that shown on the Drawings, and indicate the actual construction with colored lines on a set of white drawings.

During the course of construction, the Engineer reserves the right to examine the Contractor's record drawings to ensure that adequate effort is being afforded to the record drawings. The Contractor's failure to properly maintain accurate record drawings may result, at the option of the Owner, in sufficient monies being retained from the Contractor's progress pay estimates to cover the costs of maintaining proper records.

After completion of the project, the Contractor is to turn over to the Engineer one (1) set of white drawings indicating thereon a complete record of any changes or revisions which exist in the completed work. These drawings are to be used to assist and supplement the Engineer in his preparation of "Record Drawings".

1.10 Quality Control

1.10.1 Conformance to Drawings and Specifications

All work is to conform during its progress and upon its completion truly to the lines, levels and grades indicated on the Drawings or given by the Engineer and is to be built in a thoroughly substantial and workmanlike manner, in accordance with the Drawings, Specifications and directions given from time to time by him. In no case will any work in excess of Drawing requirements and Specifications be paid for, unless ordered in writing by said Engineer.

1.10.2 Lines, Grades and Measurements

The controlling bench marks and field ties as shown on the drawings are to be used by the Contractor, who is to provide at his own expense such stakes, batter boards, forms, materials and labor as may be required. Additional batter boards, lines, grades and forms may be furnished and set by the Contractor if so desired.

The Contractor is to adequately protect all monuments, stakes and marks set by the Engineer. If they are disturbed or obliterated by the Contractor during the progress of the work, they will be replaced by the Engineer at the Contractor's expense. After the Contractor has erected batter boards or forms, and set elevations for the structures, the Engineer is to be afforded the opportunity to check such work for alignment, grade and location of steel, piping or equipment.

1.10.3 Dimensions of Existing Structures

The Contractor is to verify in the field, the dimensions and locations of existing structures, where an error or incomplete information relative to the location or dimension of existing structures would affect the construction to be done under this Contract. The Contractor is to verify such dimensions and locations before continuing with the construction work to the point where it would be affected.

1.10.4 Datum

All elevations shown on the Drawings or used in the Specifications are expressed in feet above Mean Sea Level at Sandy Hook, NJ, taken as Elevation 0.00, unless otherwise noted.

1.10.5 Standard Specifications

All standard specifications referred to herein, such as ANSI, ASTM, AWWA, and the like, unless otherwise noted are to be the latest revision thereof, at the time of bidding.

1.10.6 Services of Testing Laboratories and Special Consultants

The Owner may retain and, except as otherwise specified, pay for the services of an independent testing laboratory to do such sampling and to make such tests as the Owner or Engineer may deem necessary to verify that the materials and equipment proposed for or incorporated into the work conform to the requirements of the Contract Documents. Payment for such testing will be provided in the Article of the contract entitled, "Examination of Work and Testing".

1.10.7 Watertightness

The attention of the Contractor is called to the specific requirements of this Contract whereby the most rigid supervision will be required to insure an absolute minimum of leakage or infiltration in the case of water conveying or water containing structures.

In general, all structures and all pipe and appurtenant structures are to be of watertight construction. Any leakage is to be repaired in accordance with the appropriate sections of the Specifications.

The Contractor is to provide, maintain and operate suitable and adequate dewatering equipment to insure satisfactory construction and maximum progress.

In certain instances dewatering permits may be required by regulatory agencies. The Owner shall obtain such permits from the New Jersey Department of Environmental Protection.

1.10.8 Clean-Up

During the course of construction all efforts must be made to maintain a neat and orderly project. Clean-up is to be pursued on a regular basis and in conjunction with the construction. The Contractor is to be responsible for clean-up during the life of this Contract with the full cooperation of all subcontractors. Upon completion of all construction, final clean-up is to include removal of all excess materials, equipment, backfill, etc., and the site is to be restored to a condition equal to or better than that existing prior to construction. At the end of each work week, Friday afternoon, the contractor shall have all roadways/paved areas cleaned of debris, dust and/or dirt prior to 4:00 with the acceptance by the Engineer or Owner. Should the Contractor fail to remove such material, equipment and supplies, the Owner has the right to remove them at the expense of the Contractor.

At the completion of construction, the Contractor must tear down and remove all temporary structures unless expressly directed otherwise, and remove remaining rubbish of all kinds from all Contract structures, and from the site occupied during the progress of the work. The Contractor is to remove all concrete and ballast droppings and leave the site and the adjacent property which may have been affected by his operations in a neat and satisfactory condition. All structures and parts thereof constructed by the Contractor are to be thoroughly cleaned and left in first-class condition.

1.11 Construction Facilities and Temporary Utilities

1.11.1 Maintenance of Structures, Utilities, and Natural or Man-Made Surroundings

All existing utilities and process services in the existing facilities are to be kept in operation at all times during construction operations. Access routes through the facilities are to be maintained at all times.

From the commencement of work, the Contractor is to be solely responsible for the care of the work during its progress for materials delivered and intended to be used, and for the protection to existing structures and trees or shrubs on or adjacent to the site of the work. Any injury or damage to the same is to be made good at the Contractor's expense.

If any bypassing or disruption to plant operations inadvertently occurs or is anticipated, the Contractor shall immediately notify the Engineer and Owner, and appropriate notification is to be given to the NJDEP.

1.11.2 Occupying Private Land

The Contractor is not to enter or occupy with workers, tools, materials, or equipment, any land outside the easements or property of the Owner, unless written consent from said private property owner has been given to the Contractor and a copy of the consent provided to the Owner beforehand.

1.11.3 Existing Construction and Facilities

When new construction is adjacent to or crosses streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor must secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor is to replace or repair all existing construction damaged in the execution of this contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

1.11.4 Public Convenience

The Contractor is at all times to conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the work, and to insure the protection of persons and property. No road or street is to be closed to the public except with the permission of the proper authorities.

Fire hydrants on or adjacent to the work are to be kept accessible to fire-fighting equipment at all times. Temporary provisions are to be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which are not to be obstructed.

The Contractor is solely responsible for satisfactorily maintaining flows in the existing utilities, affected by the work, at all times during the course of construction, unless otherwise indicated in the Contract Documents. All costs for such maintenance is deemed to be included under the price bid and no additional costs are to be paid by the Owner for any work involved in this maintenance.

The Contractor is to review his construction schedule with the Engineer and the local Police Department with respect to interruption of traffic and revise it accordingly if the Engineer so requires.

1.11.5 Temporary Utilities

The Contractor shall make all necessary arrangements for temporary utilities as may be required to insure adequate completion of the Contract. No additional payment will be made for the cost of such utilities other than that included in the prices bid for the construction work. Upon completion of the work, the temporary utilities shall be removed. In each case, the Contractor who originally furnished and installed a temporary utility shall be responsible for removing it.

1.12 Material and Equipment

1.12.1 Construction Equipment

Bidders are to familiarize themselves thoroughly with the type and nature of the equipment required in the proper execution of the work, and are to use and employ only first-class equipment. Previously used equipment must be in a safe first-class working order and condition. Sufficient equipment must be furnished and used by the contractor to permit the completion of the work within the time specified. The equipment used on any portion of the work is to be such that no injury or damage to the streets, adjacent property, or utilities will result from its use.

1.12.2 Materials

Unless otherwise indicated on the Drawings or specified, only new materials are to be incorporated into the work. All materials furnished by the Contractor to be incorporated into the work may be subjected to the inspection and approval of the Engineer. No material is to be processed, fabricated, or delivered to the work without the prior approval of the Engineer, except at the risk of the Contractor.

As soon as possible after the Contract has been executed, the Contractor is to submit, to the Engineer, data relating to materials he proposes to furnish for the work. Such data are to be in sufficient detail to enable the Engineer to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements.

Facilities and labor for the handling and inspection of all materials are to be furnished by the Contractor. Defective materials must immediately be removed from the site of the work.

If the Engineer so requires, either prior to beginning, or during the progress of the work, the Contractor is to submit samples of materials for such specific tests as may be necessary to demonstrate that the materials conform to the Specifications. Such samples are to be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. Except as otherwise noted, the Owner will make arrangements for and pay for tests.

All samples are to be packed so as to reach their destination in good condition and are to be so labeled as to indicate the materials represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor is to notify the Engineer by letter that the samples have been shipped and is to properly describe the samples in the letter. In no case is the letter of notification to be enclosed with the samples.

The Contractor is to submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing, and approval before the materials are necessary for incorporation in the work. Any delay resulting from his failure to do so is not to be used as the basis of a claim against the Owner or the Engineer.

When required, the Contractor is to furnish to the Engineer, in quadruplicate, sworn copies of manufacturer's shop or mill tests, or reports from independent testing laboratories relative to material data.

In accordance with the "Buy American" provision in Public Law 95-217 (Section 215 of the Public Law 92-500 as amended) N.J. Public Contracts Law 40A:11-18, and implementing EPA regulations and guidelines, the Contractor agrees that preference will be given to domestic construction material by the Contractor, subcontractor, material suppliers, and equipment suppliers in the performance of this contract.

The Contractor is to certify that the purchased products and materials are in accordance with the above referenced "Buy American" clause and, in addition, is to provide all information required to justify the use of any foreign made product.

1.12.3 Cutting and Patching

The Contractor is to do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as may be required by the Drawings and Specifications to complete the structures. He is to restore all such cut or patched work to a condition which receives the approval of the Engineer. Cutting of structures that may endanger the work, adjacent property, workers or the public is not to be done.

1.12.4 Delivery and Storage

The Contractor is to deliver equipment and materials to the site and store them in original containers suitably sheltered from the elements, but readily accessible for inspection until installed. He is to store all items subject to moisture damage (such as controls and electrical equipment) in dry, heated spaces. All excavated materials, construction equipment and materials to be incorporated in the new work are to be so placed as not to damage the work and so placed that free access may be had at any time to all parts of the work and to all public utility installations in the vicinity of the work. If insufficient area is available, the Contractor is to provide off-site areas at his own expense. Materials are to be kept neatly piled and compacted and conveniently stored so as to inconvenience, as little as possible, public travel and adjoining tenants.

1.12.5 Service of Manufacturer's Representatives

The Contractor is to provide the services of a skilled and experienced representative of each manufacturer supplying equipment under this Contract, for such periods as, in the opinion of the Engineer, are essential for the proper and satisfactory installation and testing of the equipment, and training of the Owner's personnel in its use. In certain instances, particular specification sections may indicate the minimum number of visits and/or hours required to comply with the intent of the specifications regarding services of manufacturer's representatives.

1.12.6 Materials and Equipment to Suit Design

The Contractor is to be responsible for insuring that all materials and equipment furnished by him fit the spaces provided in the construction. He is to make all necessary field measurements and is to order only those materials and equipment which can be accommodated in the spaces provided.

Where materials or equipment are approved which occupy more or less space than is shown on the Drawing or is available, and which require different arrangements from those shown on the Drawings, or which require any modifications of the structures or other equipment or connections, the Contractor is to install the equipment so as to operate properly and in harmony with the intended design and is to provide all labor, materials and equipment necessitated by such rearrangements or modifications at his own expense. Should any such changes cause the Owner to incur redesign costs, the actual redesign

costs for said changes are to be deducted from the total contract amount due the Contractor.

Except as noted above, materials and equipment which do not conform to the requirements of the Contract Documents; do not fit the space requirements and arrangements shown; are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, are not to be furnished nor installed by the Contractor and will not be paid for by the Owner.

For the purpose of avoiding conflicts with other trades and adjoining work, where more than one article, device, product, material, fixture, form or type of construction is referred to by proprietary name, manufacturer, make or catalog number, the FIRST NAMED has generally been used as the basis of design and detail.

Any and all additional costs to other trades resulting from the installation of any equipment other than that used for the basic design, including acceptable substitutions or accepted alternates, are to be paid by the Contractor without any additional compensation whatsoever.

1.13 Special Conditions

1.13.1 General

The Contractor is to review the Drawings and Specifications to determine the extent of the work. The Contractor is specifically alerted to this section concerning inspection of the existing field conditions. The Contractor is to visit and inspect the project prior to preparing his bid in order to clearly familiarize himself with all field conditions, the intent of the design, and the extent of all work. After his review and inspection is complete, and before he submits his bid, if the Contractor has any questions regarding the extent and details of the work, he is to submit them to the Engineer.

Before proceeding with any work, the Contractor is to confirm methods of construction, obtain field measurements, and verify all dimensions on the Drawings as required.

Failure of the Contractor to familiarize himself with all drawings relating to the work and conditions existing at the site of construction will not relieve him of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.

The Contractor is cautioned that existing utilities are to be kept in operation during the period of the Contract.

The Contractor is alerted to the fact that the Owner assumes no responsibility for actual conditions of the areas affected by work indicated or called for by the Contract Documents.

Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner in so far as practicable.

1.13.2 Construction Sequence

The Contractor shall undertake work under this Contract only in accordance with the following sequence of construction activities. This sequence may be modified from time to time by the Engineer and Owner, but the Contractor shall not depart from the sequence indicated below without prior written permission from the Engineer or Owner to do so. Construction sequence follows below:

1. Mobilization.
2. Installation of erosion control measures.
3. Storm drainage construction.
4. Concrete Work.
5. Shoulder restoration.
6. Pavement Overlay
7. Final restoration of site.

1.13.3 Asbestos-Containing Material and Hazardous Material

The Contractor shall not supply, provide or bring onto the construction site any asbestos containing material or hazardous material (either in kind, as a component of equipment to be used or furnished under the Contract, or as a component of another material to be used or furnished under the Contract) without the express advance, written consent of the Owner. The term, "hazardous material" shall have the meaning ascribed in Federal Standard No. 313B in effect on the date of the Contract.

The Contractor shall submit to the Owner (with a copy to the Engineer) a Material Safety Data Sheet (Department of Labor Form OSHA-20) together with a complete written description of the intended usage for any such material for which the Owner's consent is required, at least thirty (30) days before the delivery of such material.

Such consent shall not be given if materials or equipment not containing asbestos or hazardous material are available, and the Contractor shall not be entitled to any adjustment in time or compensation for providing non-asbestos-containing and nonhazardous materials.

* * * * *

TECHNICAL SPECIFICATIONS
GENERAL

Scope

The work performed under this contract shall include the reconstruction, resurfacing, drainage and miscellaneous improvements to various roads in the TOWNSHIP OF HAMILTON, all as shown on the plans and in accordance with the contract specifications.

Specifications and Details To Be Used

The work of the following items shall conform in accordance with the applicable provisions of the New Jersey Department of Transportation Standard Specifications for Roads and Bridge Construction 2019, available at <https://www.state.nj.us/transportation/eng/specs/2019/Division.shtml>, and the Supplementary Specifications for Federal Aid Projects and all amendments to same which said State Department of Transportation Standard Specification and said Amendments are hereby made a part of these specifications and are on file in the Municipality Engineer's Office, and as more pertinently specified herein under for this particular project and any updates resulting from Baseline Document Changes (BDC's).

Reference to sections in the title of each Item of Work refers to sections of said State Department of Transportation Specifications.

Where reference is made to Standard Specifications it shall mean New Jersey State Highway Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 or latest edition.

Details, if not depicted on the set of drawings, shall be in conformance with Standard NJDOT Construction Detail Sheets (current edition) in the plans and note related updates by Baseline Document Changes (BDC's) from link available at <https://www.state.nj.us/transportation/eng/specs/2019/Division.shtml>.

Maintenance and Protection of Traffic

1. The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the roads to be reconstructed and the protection of persons and property shall be provided for by the Contractor.
2. The Contractor shall provide adequate barricades, night lights (flashers, etc.), rails for protection of the public in accordance with the USDOT Manual of Uniform Traffic Control Devices. All excavations or other obstructions which may endanger lives or property shall be properly lighted and marked with railings or other guards.
3. Prior to commencement of work, the Contractor shall submit, in writing to the Engineer for the approval of the Safety Officer of the Hamilton Township Police Department, a plan of methods, facilities and devices proposed as safety measures and methods proposed for maintenance of traffic.

General Site Maintenance

The Contractor shall include provisions for daily removal of unusable or excess material from the construction site. Unusable material shall be disposed of by the Contractor and transported to approved locations outside of the Township. Excess suitable material shall be transported to the Township's yard by the Contractor at his own expense.

Soil Erosion and Sediment Control Procedures

Before commencing any other construction activities, the Contractor shall first provide all soil erosion measures so as to completely prohibit any excavated or fill soils, silts and other materials resulting from construction operations from being carried off and away from the construction area. No excavation work shall be permitted and no fill shall be brought onto the site until the Engineer has given conditional approval of the Contractor's proposed works for controlling soil erosion and sediment control.

All temporary disposal sites and stockpile areas shall be so located so as to prohibit runoff of silt and soil to any watercourses.

The Contractor shall maintain all soil erosion and sediment control structures and devices throughout the life of the Contract except that with the progress of construction, the Contractor may be required to relocate or remove some of the hay bales or to realign them to accommodate the various construction work, while at the same time preserving their soil erosion and sediment control capability.

All materials, structures and devices used by the Contractor shall be in strict accordance with the New Jersey Department of Agriculture's "Soil Erosion and Sediment Control Act" effective as of January 1, 1976, and as amended by Senate Bill No. 1263, approved on 2/27/80.

The following Guidelines and Standards shall be construed to be part of these Specifications.

1. The New Jersey State Soil Conservation Committee - Standards for Soil Erosion and Sediment Control in New Jersey.
2. The United States Department of Environmental Protection - Guidelines for Erosion and Sediment Control Planning and Implementation, (EPA-R2-73-015).
3. The Atlantic County Soil Erosion and Sediment Control Standards.

Dust Control

The Contractor shall take effective measures, including the use of calcium chloride sprinklers and covered trucks, to minimize dust protection and spreading as a result of construction activities on the site and hauling operations off the site.

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ITEM NO. 1 – CLEARING SITE

DESCRIPTION

This work shall consist of clearing of the site; tree trimming of low hanging limbs, clearing all brush, debris and other vegetation; removal of all existing construction not proposed to remain in the final construction; installation of project; items which are noted to remain or be removed according to the work of other Sections.

CONSTRUCTION

Before excavation or construction is begun in any area, the site of the Project shall be cleared within the limits of construction. The Project site shall be cleared of all trees, brush, weeds, roots, matted leaves, small structures, debris, and other objectionable material, vegetation, and growth. Clearing shall not be done outside Project site and ROW limits.

Trees, shrubs, and other landscape features within the limits of construction that do not interfere with the Project and are designated for preservation shall not be removed but shall be protected during the progress of the Work.

Every necessary precaution shall be taken to prevent damage or injury to existing trees, plants, and other vegetation that are to remain within or adjacent to the Project.

Depressions in excavation areas that lie below the finished subgrade shall be backfilled and compacted to finished subgrade.

QUANTITY AND PAYMENT

The quantity for which payment shall be made shall be on a “LUMP SUM” basis at the price bid in the Schedule of Quantities for “CLEARING SITE”. The price shall include all labor and material to perform the task as described above.

ITEM NO. 2 – CONCESSION STAND AND RESTROOM BUILDING COMPLETE

DESCRIPTION

The work under this Section consists of the labor, furnishing and constructing a 50' x 30' building with a 25' x 30' canopy including all labor, building materials, foundation, CMU, concrete, roof system, fixtures, plumbing, electrical, etc. required for a complete and operable building.

SUBMITTALS

Submittals shall be submitted by the Contractor for all materials, fixtures, plumbing, electrical, building colors and roof colors.

DELIVERY, STORAGE AND HANDLING

All materials shall be inspected upon delivery. Handle and store materials as per manufacturer's requirements.

Trusses shall be stored off the ground and supported to prevent lateral bending.

WARRANTY

Contractor shall provide manufacturer's warranty for all fixtures, equipment, electrical, etc.

MATERIALS

All materials for building shall be as listed on the architectural plans.

EXECUTION

Examination

Examine existing substrate, areas and site conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work.

Preparation

Provide temporary shoring, guys, braces or other supports during erection to keep framing secure, plumb and in alignment against temporary construction loads. Remove temporary supports when permanent framing, connections and bracing are in place, unless otherwise directed.

QUANTITY AND PAYMENT

The quantity for which payment shall be made shall be on a “LUMP SUM” basis at the price bid in the Schedule of Quantities for “CONCESSION STAND AND RESTROOM BUILDING COMPLETE”. The price shall include all labor, building materials, foundation, CMU, concrete, roof system, fixtures, plumbing and electrical within five feet of the building and all else necessary for a complete and operable building.

ITEM NO. 3 – CONCRETE SIDEWALK, 4” THICK

607.01 Description

This Section describes the requirements for constructing concrete curb and concrete pads. **Mobilization and layout for this item shall be included in bid. Item No. 20 shall be as shown on details sheet of plan set, sheet 4 of 5, or approved alternate.**

607.02.01 Materials

Provide materials as specified:

HMA (9.5M64)	902.02
Concrete	903.03
Mortar.....	903.08.01
Curing Materials.....	903.10
Reinforcement Steel	905.01
Granite Curb.....	910.04
Flexible Delineators	911.03
Preformed Joint Filler.....	914.01
Joint Sealer, Hot-Poured	914.02

For concrete curb at driveways, the Contractor may use Class E concrete, as specified in 903.04, in order to open the driveway to traffic in 3 days.

607.02.02 Equipment

Provide equipment as specified:

HMA Curb Machine.....	1003.02
Bituminous Material Distributor	1003.07
Sealer Application System	1003.08
Vibrator	1005.04
Straightedge.....	1008.02
HMA Plant	1009.01
HMA Trucks	1009.02
Concrete Batching Plant.....	1010.01
Concrete Trucks	1010.02

607.03 Construction

607.03.01 Concrete Barrier Curb

A. *Placing Footing.* Excavate as specified. Shape and compact the underlying material to produce a firm, even surface. Obtain Engineer approval before finishing excavation. If the Engineer determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the Engineer.

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate the concrete by hand spading or using internal mechanical vibrators. Insert the reinforcement steel into the concrete before initial set. Ensure that it remains perpendicular to the footing until the barrier curb is constructed. Protect concrete as specified in 504.03.02.I.

B. *Constructing Forms.* Each time before using, ensure that the forms are thoroughly cleaned and treated with a material that will prevent adherence of the concrete to the forms without discoloring the concrete. Construct

concrete barrier curb in sections that correspond to the transverse joints in the existing or proposed pavement and at most 20 feet in length. Reduce this length where necessary for closures, but do not construct closure sections that are less than 6 feet. Where changes in the size or shape are necessary for variable height barrier curb, ensure that the transition between the sections is gradual.

C. *Installing Joints.* Place 1/2-inch preformed joint filler at the transverse joints and ensure that filler is flush with the top and face of the curb. Install 1/2-inch preformed joint filler between the curb and concrete pavement, and seal the joint with hot-poured joint sealer.

D. *Placing Concrete.* Obtain Engineer approval of forms and joint placement before placing concrete. Place concrete according to the limitations specified in 504.03.02.C. To place concrete between November 15 to March 1, submit to Engineer for approval a plan detailing the method of protecting the concrete from salt for at least 30 days after placing. Do not begin placing concrete until this plan is approved.

Place concrete across the formed area to minimize rehandling. Continuously place concrete between transverse joints without the use of intermediate bulkheads. To prevent bowing or misalignment of the transverse joints, place concrete simultaneously on both sides of transverse joints without disturbing the joints.

Consolidate the concrete using internal mechanical vibrators. When required, supplement vibrating by hand spading to ensure proper and adequate consolidation. Provide at least an additional standby vibrating unit for individual concrete placements in excess of 10 cubic yards.

Use vibrators to work the concrete around the reinforcement steel and embedded fixtures and into corners and angles of the forms. Ensure proper vibration of the concrete to avoid honeycombing and voids. Do not use vibrators to move or spread concrete into position. Do not over vibrate concrete. Place reinforcement steel and sleeves for sign posts while placing concrete, and ensure that they remain in position until the concrete is set. If a section is not completed from transverse joint to transverse joint, remove the incomplete section and replace. Terminate each day's placement at a transverse joint. Protect concrete as specified in 504.03.02.I. Fill sleeves for sign or delineator posts installed in barrier curb with sand, and seal the sleeves with hot-poured joint sealer immediately after installation. Reseal the sleeves if and when posts are installed.

E. *Finishing Concrete.* Finish the top of the curb with a wood float and round the top edges. Remove the forms as soon as the concrete holds its shape, and immediately finish joint edges using an edging tool with a radius of 1/4 inch. Remove lips of mortar and irregularities caused by form joints. Using mortar from the barrier concrete placement, patch holes, depressions, voids, and honeycombs to produce a smooth, dense, uniform surface of concrete. Finish the surface of the barrier curb with a steel float and texture with a broom.

If a rigid type of construction is to be made against any exposed surface, leave the exposed surface smooth and uniform to allow free movement of the curb.

F. *Protecting and Curing Concrete.* Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1.

G. *Installing Flexible Delineators.* For delineators located on the right side when facing in the direction of traffic, ensure that the retroreflective sheeting is white. For delineators located on the left side when facing in the direction of traffic, ensure that the retroreflective sheeting is yellow. Attach flexible delineators, according to the manufacturer's recommendations, 3 inches from the top of the barrier curb. Mount the first flexible delineator at the beginning of the concrete barrier curb section. Mount subsequent delineators every 80 feet. Position each delineator so that the plane face of the center of the reflective area is at an angle of 0 degrees with a line that is perpendicular to the direction of traffic. If the distance between the end of the concrete barrier curb and the adjacent delineator is greater than 40 feet, install a delineator on both sides of the barrier curb opening.

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

A. Underlayer Preparation. Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Obtain Engineer approval before finishing excavation. If the Engineer determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the Engineer.

B. Constructing Forms. Construct forms as specified in 607.03.01.B.

C. Installing Joints. Install joints as specified in 607.03.01.C.

D. Placing Concrete. Obtain Engineer approval of forms and joint placement before placing concrete. Place concrete according to the limitations specified in 504.03.02.C. Place concrete across the formed area to minimize rehandling. Continuously place concrete between transverse joints without the use of intermediate bulkheads. Consolidate the concrete by hand spading or using internal mechanical vibrators. To prevent bowing or misalignment of the transverse joints, place concrete simultaneously on both sides of transverse joints without disturbing the joints. If a section is not completed from transverse joint to transverse joint, remove the incomplete section and replace. Terminate each day's placement at a transverse joint. Protect concrete as specified in 504.03.02.I.

E. Finishing Concrete. Finish the top and front face of the curb as specified in 607.03.01.E.

F. Protecting and Curing Concrete. Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1.

G. Backfilling Curb. Backfill and compact using the directed method, as specified in 203.03.02.C, against the curb.

607.03.03 Concrete Barrier Curb, Dowelled

A. Underlayer Preparation. Remove dirt, bituminous material, and other loose or adhering matter from the surface. Drill holes in the concrete that are between 1/4 inch and 3/4 inch in diameter bigger than the diameter of the reinforcement steel dowel. Set the reinforcement steel dowels in the hole and grout into place.

B. Constructing Forms. Construct forms as specified in 607.03.01.B.

C. Installing Joints. Locate transverse joints in dowelled curb directly over the transverse joints in the concrete pavement, and over transverse pavement cracks wider than 1/4 inch. Locate additional joints as needed to divide the curb into approximately equal lengths of at most 20 feet. Place 1/2-inch preformed joint filler at transverse joint locations and ensure that it is flush with the top and faces of the curb. Place 1/2-inch preformed joint filler between the curb and concrete pavement and seal the joint with hot-poured joint sealer.

D. Placing Concrete. Place concrete for barrier curb as specified in 607.03.01.D.

E. Finishing Concrete. Finish concrete as specified in 607.03.01.E.

F. Protecting and Curing Concrete. Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1. Protect the concrete as specified in 504.03.02.I.

G. Installing Flexible Delineators. Install flexible delineators as specified in 607.03.01.G.

607.03.04 Concrete Vertical Curb and Concrete Sloping Curb, Dowelled

- A. Underlayer Preparation.** Prepare the underlying surface as specified in 607.03.03.A.
- B. Constructing Forms.** Construct forms as specified in 607.03.01.B.
- C. Installing Joints.** Install joints as specified in 607.03.01.C.
- D. Placing Concrete.** Place concrete for vertical and sloping curb as specified in 607.03.01.D.
- E. Finishing Concrete.** Finish the top and front face of the curb as specified in 607.03.01.E.
- F. Protecting and Curing Concrete.** Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1.
- G. Backfilling Curb.** Backfill and compact using the directed method, as specified in 203.03.02.C, against the curb.

607.03.07 HMA Curb

Clean the surface where the HMA curb will be placed. Construct HMA curb using an HMA curb machine. Where the HMA curb is to be placed on an existing surface that does not have a smooth grade, use a method that provides the required curb line and grade. The Contractor may use side forms. When short sections of HMA curb with short radii are required, the Contractor may use another method as long as the resulting HMA curb conforms to the curb as produced by the automatic machine. Perform HMA curb construction in a continuous operation in 1 direction to eliminate curb joints. However, where conditions prevent a continuous operation, construct joints to ensure a continuous bond between the old and new sections of the HMA curb.

607.04 Measurement and Payment

The Engineer will measure and make payment for Items as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Sidewalk, 4" Thick	Square yards

These pay items shall include the cost of excavation, backfill, concrete, expansion joints in curb, gutter and between curb and adjacent concrete curb, patch of the street, all materials, labor, equipment and all else necessary therefore and incidental thereto.

ITEM NO. 4 – ELECTRIC SERVICE COMPLETE

DESCRIPTION

The work under this section consists of all labor, materials, wire, panels, breakers, etc. to provide electrical service from the existing outdoor distribution panel to the new building as depicted on the construction plans.

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

All existing conditions and dimensions to be verified by Contractor prior to construction.

Contractor to verify location of all existing utilities prior to commencement of construction and to exercise caution due to possibility of hidden features and/or mislocation of existing construction as plotted from existing plans. Any conflicts are to be brought to the attention of the Engineer.

SUBMITTALS

Submittals shall be submitted by the contractor for all materials, wire, conduit, panels, breakers, equipment, etc. required to provide an operable electrical service to the new building.

MATERIALS

Rigid Conduit

Conduit shall be Schedule 40 or 80 Rigid gray non-metallic PVC pipe in accordance with ANSI/UL 651 and NEMA TC-2 for underground installation. Conduit shall be rigid steel hot dipped galvanized for above grade installation.

Wire

Direct burial cable shall be sized to provide proper electrical service to the new building in accordance with the NEC.

Grounding

All equipment, including pumps, motors; cabinets, intake and discharge piping, and structural steel framework shall be grounded in accordance with NEC.

Grounding wire shall have a minimum earth cover of 18 inches and 2 inches cover when embedded in concrete.

Connectors and lugs shall be copper alloy of the bolted type for above ground connections. All connections made in the earth or concrete shall be properly thermo-welded, Coldwelded, SIL FOS method, or brazed. All connections must be electrically and mechanically sound

Ground rods shall be made of copper, copper clad steel, or hot-dip galvanized stiff carbon steel not less than 3/4 inch diameter and 8 feet long, and driven full length into the earth without being bent or damaged.

Panels

Panelboards must be provided from the following approved manufacturers:

Eaton/Cutler-Hammer
Siemens
Square D

All panelboards must be designed, manufactured and assembled in accordance with NEC Standards.

Panelboards from a manufacturer other than those listed above require prior approval from the Engineer.

Enclosures

Must be NEMA-type enclosure as indicated on panel schedules.

For exterior mounting, provide NEMA 3S.

Where NEMA 3S is unavailable, 3R/12 shall be acceptable upon approval by Sandia Electrical Engineer.

Provide flush or surface cover, as indicated on panel schedules.

Front cover must be factory manufactured, UL/NRTL listed, one-piece, hinged "door-in-door" type with the following:

Interior hinged door with hand-operated latch or latches as required to provide access to circuit breaker operating handles only; not to energized parts.

Outer hinged door to provide access to the entire enclosure, including deadfront and all wiring gutters.

Outer door must be securely mounted to the panelboard box with factory bolts, screws, clips, or other fasteners requiring a tool for entry; hand-operated latches are not acceptable.

Both inner and outer doors must be hinged on the right to open left to right.

Include one-piece, removable, inner deadfront cover independent of the panelboard cover.

Prepare, prime and paint front trim cover with light gray enamel electro-deposited over phosphatized steel, or baked-on polyester coating.

BUS

Phase buses must be hard-drawn 98% conductivity copper.

Neutral Bus

Must be hard-drawn 98% conductivity copper.

Must be 100% rated (current rating same as phase buses).

Must provide a screw terminal for each breaker position, in addition to the feeder neutral lug.

Grounding Bus

Must be hard-drawn 98% conductivity copper.

Must be factory installed, bonded to enclosure.

Must provide a screw terminal for each breaker position, in addition to the feeder grounding conductor lug.

Circuit Breakers

General: Provide circuit breakers as integral components of panelboard with indicated features, ratings, characteristics and settings.

Mounting: Each circuit breaker must be bolted into position in the panelboard, whether by direct bolted connection to the bus or by being bolted to the panelboard frame. Each circuit breaker must be replacement without disturbing adjacent units. Plug-on circuit breakers held in place only by the spring force of the bus lug and the pressure of the deadfront are not acceptable.

Molded-Case Circuit Breakers

Characteristics: Frame size, trip rating, voltage, frequency, number of poles and short-circuit interrupting capacity rating as indicated on panel schedules

Tripping Device: Quick-make, quick-break toggle mechanism with inverse- time delay and instantaneous overcurrent trip for each pole.

Multipole molded-case circuit breakers must include common internal tripping of all poles.

Circuit breakers with “handle ties” are not acceptable.

Half-size circuit breakers with two circuits occupying a single position on the same phase bus are not acceptable.

Terminal Lugs: Provide load side of circuit breaker with front-connected UL- listed lugs for copper cable at full frame rating. Provide terminals rated for minimum 75°C.

All single-pole circuit breakers must be switching-duty rated.

All multipole circuit breakers must be HACR-duty rated.

Provide factory-installed circuit breaker handle padlocking devices on all multipole circuit breakers.

CONSTRUCTION

Furnish labor, materials, services, equipment, supplies, and perform operations necessary to install complete, functional electrical panelboards in accordance with this Section, drawings, panel schedules and manufacturer’s instructions.

Wiring must be trained neatly in wiring gutters. Form wiring to right angles at circuit breaker connections.

Conductor Identification: All conductors in panel must be tagged, including neutral and ground conductors.

Tags must indicate circuit number.

Provide panel schedule holder.

Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

Make necessary measurements in the field to assure precise fit of items in accordance with the approved design.

Contractor shall assume responsibility for placement and backfill of all conduit in strict accordance with the manufacturer’s specifications.

Buried Pipe Installation

Excavation and backfill for buried pipelines shall be as shown on the drawings. Excavation and backfill procedures shall be followed as the pipe laying progresses, to provide protection and stabilization of the pipe.

Pipe laying work shall be conducted so that trenching operations are not advanced too far ahead of the pipe laying operations, resulting in excessive lengths or open trench. In general, open trench ahead of pipe laying should not exceed 50 feet.

Backfill shall be uniformly placed on each side of the pipe in 6" layers, wetted or dried as required, and firmly compacted by approved tamping equipment.

After a compacted coverage of 12" above the pipe has been made, the remainder of the trench shall be filled in uniform layers, not over 12" thick in open areas, nor over 9" thick beneath paved areas, and compacted to the specified densities.

Where pipe crossings occur, the lower pipe shall be laid first and all backfill thoroughly compacted to the level of the higher pipe before the higher pipe is laid. At the discretion of the Engineer, backfill material under such conditions may be earth, broken stone or 2,500 lb. concrete. Concrete encasement of the crossing shall be provided as shown on the drawings and as directed by the Engineer.

Where necessary, particularly for safety or to prevent disturbance, damage or settlement of adjacent structures, pipelines, utilities, improvement or paving, excavations shall be adequately sheeted and braced.

Mount panelboards plumb and rigid without distortion of box.

Arrange flush panels so that enclosure front surface is uniformly flush with wall and exterior door covers wall to enclosure mating surfaces.

Mount panelboards so that distance from floor to center top panel does not exceed 6'-6" unless otherwise noted on Drawings.

Grind smooth corners and file or grind smooth edges of metal angles, channels, straps and other similar items to be used to support electrical panelboards. Paint to match panelboards.

QUANTITY AND PAYMENT

The quantity for which payment shall be made shall be on a “LUMP SUM” basis at the price bid in the Schedule of Quantities for “ELECTRIC SERVICE COMPLETE”. The price shall include all labor and materials to provide a complete electrical service to the new building as depicted on the construction plans.

ITEM NO. 5 – WATER SERVICE COMPLETE

DESCRIPTION

The work under this section consists of all labor and materials necessary to provide water service from the existing well to the new building as depicted on the construction plans. This shall also include replacing the existing expansion/pressure tank and installing all equipment within the new building.

The Contractor shall re-permit the existing well for public noncommunity use and upgrade the well to a Category 1 well in conformance with N.J.A.C. 7:9D-1.1 et seq. A copy of the new permit shall be provided to the Engineer.

The Contractor shall have the well tested for microbiological, primary and secondary contaminants in accordance with the New Jersey Safe Drinking Water Act N.J.A.C. 7:10-12.30 (a) and (b). Copies of the results shall be provided to the Engineer. The Contractor shall provide treatment of any parameters that do not meet the New Jersey Safe Drinking Water Act standards.

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

All existing conditions and dimensions to be verified by Contractor prior to construction.

Contractor to verify location of all existing utilities prior to commencement of construction and to exercise caution due to possibility of hidden features and/or mislocation of existing construction as plotted from existing plans. Any conflicts are to be brought to the attention of the Engineer.

SUBMITTALS

Submittals shall be submitted by the contractor for all materials, piping and equipment, etc. required to provide an operable water service to the new building.

MATERIALS

Pipe

Pipe shall be polyethylene pressure pipe SDR9 rated for potable water distribution per the NSF.

Fittings

Fittings shall meet the requirements of AWWA C906.

All fittings shall be compatible with the polyethylene pipe.

Expansion Tank

The expansion tank shall replace the existing tank in kind and shall provide a minimum of 20 psi under all flow conditions.

Refer to architectural drawings sheets A101 and P201 for hose bib (Raw water test port) and backflow preventer.

CONSTRUCTION

Installation

Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

Make necessary measurements in the field to assure precise fit of items in accordance with the approved design.

Contractor shall assume responsibility for placement and backfill of all water mains in strict accordance with the manufacturer's specifications.

Buried Pipe Installation

Excavation and backfill for buried pipelines shall be as shown on the drawings. Excavation and backfill procedures shall be followed as the pipe laying progresses, to provide protection and stabilization of the pipe.

Pipe laying work shall be conducted so that trenching operations are not advanced too far ahead of the pipe laying operations, resulting in excessive lengths of open trench. In general, the open trench ahead of pipe laying should not exceed 50 feet.

Backfill shall be uniformly placed on each side of the pipe in 6" layers, wetted or dried as required, and firmly compacted by approved tamping equipment.

After a compacted coverage of 12" above the pipe has been made, the remainder of the trench shall be filled in uniform layers, not over 12" thick in open areas, nor over 9" thick beneath paved areas, and compacted to the specified densities

Where pipe crossings occur, the lower pipe shall be laid first and all backfill thoroughly compacted to the level of the higher pipe before the higher pipe is laid. At the discretion of the Engineer, backfill material under such conditions may be earth, broken stone or 2,500 lb. concrete. Concrete encasement of the crossing shall be provided as shown on the drawings and as directed by the Engineer.

Where necessary, particularly for safety or to prevent disturbance, damage or settlement of adjacent structures, pipelines, utilities, improvement or paving, excavations shall be adequately sheeted and braced.

Testing & Inspection

Exfiltration Test Procedure

The test shall be performed in the presence of the Engineer.

After the pipe has been laid or installed, it shall be subjected to a pressure and leakage test. For pressure piping trench, this shall be conducted prior to the complete backfilling of the trench, unless otherwise permitted by the Engineer and, for pressure piping in structures, this shall be conducted prior to the completion of any construction which would make it impossible or difficult to gain access to the pipe if found defective. The Contractor shall test sections of the pipes between valves, where practicable or where ordered by the Engineer.

The Contractor shall make the necessary arrangements with the Owner for the procurement of water for the pressure and leakage tests, and for subsequent sterilization, and shall furnish the necessary labor, pumps, valves, pressure gauges, water meters and all other equipment required for this purpose. Each section of pipe shall be slowly filled with water and the pipe shall be subjected to the hydrostatic pressure 150 psi and maintained for a period of two (2) hours. Before applying the specified test pressure, all air shall be expelled from the pipe through hydrants, blow-offs, or any taps that may be necessary for the release of air from the highest points. Taps required for the release of air and blow-offs required for filling the line shall be furnished and installed by the Contractor. The cost of such taps shall be included in the unit prices bid for the water main.

When the test pressure has been reached, the amount of make-up water to maintain the test pressure shall be measured. No pipe installed will be accepted until the amount of leakage shall not exceed 100 gallons per day per inch of diameter per mile of pipe. Where sections of pipelines fail to meet this requirement, they shall be repaired, again maintained under pressure for two (2) hours and retested as necessary until these requirements are complied with.

Calculations to determine loss per inch of pipe per day per mile shall be done as follows:

Gallons of make-up water x 24 = gallons loss/day

Gals loss/day x 5,280 ft./mile = gals
loss/mile/day Ft. of pipe being tested

Gals loss/mile/day =
gals/inch/dia./mile/day Pipe dia. In inches

Sterilization

Each complete unit of water main and distribution system shall be thoroughly sterilized with chlorine before it is placed in operation. The amount of chlorine applied shall be such as to provide a dosage of at least 50 ppm. The contact period shall be at least 24 hours, at the end of which time the chlorine residual shall be at least 10 ppm. The line should then be flushed with clean water until the chlorine residual is not greater than 0.2 ppm.

The required number of tablets should be fastened to the top of each length of pipe as it is laid using hot tar or "Permatex No. 2" gasket cement as the adhesive. Care should be taken to see that the adhesive only covers the side of each tablet so that as much surface as possible is exposed to the water when it is introduced into the main.

Other methods of sterilization may be used; however, prior approval of the Engineer in writing must be obtained prior to the test being performed.

Bacteria Test

After flushing has been completed and the chlorine residual is not greater than 0.2 ppm, a bacteriological sample shall be taken in accordance with the New Jersey Department of Environmental Protection Agency, Potable Water Standards Bulletin PW-D 10, December 1970.

The mouth of the valve, hydrant, blow-off, etc. shall be sterilized and the water then allowed to flow for a period of not less than 5 minutes.

The sample will then be delivered to a certified laboratory designated by the Engineer or the Engineer's representative for analysis or sample collected by the certified laboratory.

Copies of the analysis shall be sent to the Engineer directly from the laboratories.

In the event that the laboratory analysis shows bacteria present, the line shall be re-chlorinated, flushed, sterilized and a new sample taken until such time as the New Jersey Department of Environmental Protection, Potable Water Standards are met.

Prior to any public water supply system being accepted by the Engineer and his client, all the requirements contained herein shall have been satisfied.

QUANTITY AND PAYMENT

The quantity for which payment shall be made shall be on a "LUMP SUM" basis at the price bid in the Schedule of Quantities for "WATER SERVICE COMPLETE". The price shall include all labor and materials to provide a complete potable water service to the new building as depicted in the construction plans.

ITEM NO. 6 – SEPTIC SYSTEM COMPLETE

DESCRIPTION

The work under this section consists of the labor, furnishing, installing and constructing the complete septic system as depicted on the construction plans.

SUBMITTALS

Submittals shall be submitted by the Contractor for all materials, pipe, tanks, pumps, filter material, filter fabric and stone required for installation of the septic system.

MATERIALS

Distribution Lines, Delivery Pipe and Inspection Ports

All piping, distribution lines and inspection port shall be polyvinyl chloride (P.V.C.) and conform for ASTM Standards D-2729, D-3033, D-3034, D-2665.

All distribution lines must exit separately from 4"Ø PVC manifold.

An inspection port shall be provided at the corners of the disposal field. Ports shall be constructed of PVC pipe with removable cap. Port shall extend from level of infiltration to finished grade.

Inspection ports shall be provided on all distribution boxes. The sizes shall be as depicted on the plans.

Disposal Fields

The contractor shall determine and verify locations of utilities prior to installation.

There are no wells within 100' of the proposed system.

Contractor to be responsible for the protection and restoration of all property during construction.

Trees within ten feet (10') of the disposal area are to be removed prior to system installation.

No parking/driving permitted within the disposal area.

The disposal field shall utilize a 4"Ø PVC pipe, connections as per manufacturer's specifications.

The contractor is responsible to transport excavated material off-site.

Filter Material

Filter material shall meet the following requirements:

Filter material shall cover the distribution lines and extend the full width of the bed, shall extend between 12 and 18 inches deep beneath the bottom of the distribution lines and shall extend at least two inches above the top of the lines.

The filter material shall be washed gravel or crushed stone, free of fines, dust, ashes or clay. Refer to the New Jersey Department of Transportation standard sizes for coarse aggregates as shown in Figure 26 of Appendix A. The filter material shall conform in size and gradation to Size #24, Size #3 or Size #4.

The filter material shall be covered with drainage fabric as the laying of the distribution line progresses. When drainage fabric is used, the following requirements shall be met:

Edges of adjacent sheets shall be overlapped by a minimum of six inches.

Drainage fabric shall be specified in the engineering design and shall have adequate tensile strength to prevent ripping during installation and backfilling, adequate air permeability to allow free passage of gases, and adequate particle retention to prevent downward migration of soil particles into the filter material.

Use of waterproof paper is prohibited.

The filter material may be laid into the excavation using a backhoe, front- end loader or dump truck provided that this operation is carried out from sides of the system rather than by driving out onto the exposed disposal field infiltrative surface. In the case of large beds, tracked equipment may be operated within the disposal bed provided that the equipment does not exert a ground pressure in excess of eight pounds per square inch and provided that the filter material is pushed out in front of the vehicle while maintaining a minimum thickness of one foot of filter material below the vehicle tracks at all times.

Select Fill

When fill material is utilized within the zone of treatment, the fill shall meet the following requirements:

Coarse fragment content (greater than a No. 8 sieve) less than 15 percent by volume or less than 20 percent by weight;

Textural analysis (composition, by weight, of size fraction passing the particular sieve as stated below in this subparagraph) between 80 and 100 percent must pass a No. 8 sieve (2.36 mm); between 50 and 85 percent must pass a No. 30 sieve (0.6 mm); between 10 and 30 percent must pass a No. 50 sieve (0.3 mm); and between two and 10 percent must pass a No. 100 sieve (0.15 mm); and

Permeability for this material is established in this chapter at the range of six to 20 inches per hour for design purposes.

When fill material is placed within the zone of disposal, the fill material shall meet the specifications in (f)4 above or the following requirements:

Coarse fragment content less than 15 percent by volume or less than 25 percent by weight;

Textural analysis (composition, by weight, of size fraction passing the two millimeter sieve): 85 percent or more sand; and

Permeability greater than two inches per hour; or percolation rate faster than 30 minutes per inch.

Polyvinyl Chloride (PVC) Pipe Force Main

The pipe shall be suitable for use as a pressure conduit. Three inch (3") diameter pipe shall meet the requirements of AWWAC900 "Polyvinyl Chloride (PVC) Plastic Pipe (SDR-18)."

Provisions must be made for expansion and contraction at each joint with an elastomeric ring. The bell shall consist of an integral wall section with a solid cross section elastomeric ring which meets the requirements of ASTM F-477. The bell section shall be designed to be at least as strong as the pipe wall. The joint shall be in compliance with the requirements of ASTM D3139, "Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals."

All PVC force main shall be laid on two inch (2") minimum fine granular fill material and maintain three feet (3') minimum cover.

Septic Tanks

Two (2) 1,500 gallon, two compartment septic tanks and one 1,500 gallon single compartment dosing (pump) tank are to be provided. Tanks are to be precast.

Septic tanks shall be designed and constructed according to the following requirements.

Septic tanks shall be watertight and constructed of sound and durable materials which are resistant to corrosion, decay, frost damage or to cracking or buckling due to settlement or backfilling. All joints below the liquid level of the tank or below the seasonally high water table shall be provided with a permanent watertight seal.

Covers shall be designed and constructed so as not to be damaged by any load which is likely to be placed on them. Precast slabs used as covers shall be watertight, a minimum of three inches in thickness and adequately reinforced.

The walls and base of poured-in-place concrete tanks shall not be less than six inches in thickness. The sides and bottom of precast concrete tanks shall be a minimum of three inches in thickness and adequately reinforced.

Concrete used in the construction of septic tanks shall conform to the American Concrete Institute (ACI) standards for frost resistance (ACI 318-16-4.5.1) and water tightness (ACI 318-16-4.5.2). In the case of built-in-place tanks, certification that these standards have been met shall be provided by the design engineer and the certification shall be signed, sealed and attached to the approved engineering design. In the case of precast tanks, certification shall be provided by the manufacturer and certification displayed on the tank.

All inside concrete surfaces shall be sealed with two coatings of an appropriate inert coating to minimize corrosion. Coating of pre-cast tanks shall be applied by the manufacturer prior to delivery to the job site.

The base of poured-in-place tanks shall be cast in one piece and shall extend beyond the side and end walls of the tank. Such tanks shall not be placed until 48 hours after the base has been poured.

Septic tanks shall be placed upon a firm and stable foundation so that the potential for uneven settlement or shifting is minimized. Tanks shall be constructed or installed directly on undisturbed natural soil. If the excavation is dug too deep, it shall be backfilled to the proper elevation with sand. When the tank must be constructed or installed on a layer of fill material greater than one foot in thickness, the fill shall be properly placed and compacted as prescribed in N.J.A.C. 7:9A-10.4(f)3.

Septic tanks shall conform to the following specifications:

The depth below the liquid level of the tank shall not be less than 36 inches or more than 72 inches.

Inlets and outlets shall be arranged so that all flow is directed along the longest horizontal dimension of the tank.

Tanks which are rectangular in cross-section shall have an inside length at least twice the inside width. The inside length, measured from the inlet side to the outlet side, shall not be less than 72 inches. The inside width of the tank shall not be less than 36 inches.

Upright cylindrical tanks shall have a minimum diameter of 52 inches. Horizontal cylindrical tanks shall have a minimum length of 72 inches and a minimum width at the liquid level of 36 inches.

Inlets and outlets of septic tanks shall conform to the following specifications:

Inlet and outlet connections of each tank or compartment shall be arranged so as to obtain effective retention of scum and sludge and shall be fastened with and constructed of, or coated with, materials which are resistant to corrosion by sulfuric acid. Where pipe tees are used, the tees shall be sanitary tees and shall be installed in a manner that will provide a lasting watertight seal between the tee and the wall of the tank. For this purpose, a manufactured waterproof pipe coupling which is incorporated into the wall of the tank may be used, or an expanding grout which will adhere both to the tee and to the body of the tank where the tee is installed.

A baffle or a pipe tee, not less than four inches in diameter, is required at the inlet of the tank. The bottom of the baffle or the bottom of the vertical leg of the tee shall extend below the liquid level a distance equal to 25 to 33 percent of the liquid depth. The invert elevation of the inlet shall not be less than two inches higher than the invert elevation of the tank outlet or the outlet of the first compartment. The inverts of the inlets of subsequent compartments shall be a minimum of one inch higher than their outlets.

Outlet connections of the tank or each compartment thereof shall be provided with a tee not less than four inches in diameter or a durable baffle equivalent in size. They shall be permanently fastened in place with the bottom opening extending below the liquid level by a distance equal to 25 to 40 percent of the total liquid depth. Outlet baffles or tees shall be provided with a gas deflection baffle installed as shown in Figure 12 of Appendix A. In lieu of a baffle or tee connection, an alternative device such as a septic solids retainer may be used provided that this device bears the seal of the National Sanitation Foundation ("NSF") certifying that the device has been approved by NSF for the specific use proposed and provided that the installation conforms to the manufacturer's recommendations. Where a septic solids retainer is used, a gas deflection baffle is not required.

The space between the liquid surface and the top of the outlet tee or baffle shall not be less than 15 percent of the total liquid depth.

Access openings for septic tanks shall meet the following requirements:

Each septic tank or each compartment of a multiple compartment tank shall be provided with at least one access opening which shall be a manhole a minimum of 24 inches square or 24 inches in diameter.

All manholes at a minimum shall be extended to within six inches of finished grade by means of a riser fitted with a removable watertight cover. Where manholes are extended flush with finished grade, covers shall be bolted or locked to prevent access by children and shall be of cast iron when a concrete riser is used.

When manholes are not extended to finished grade, covers shall be constructed of precast reinforced concrete, fiberglass, polyethylene or other materials as specified by a licensed professional engineer and approved by the administrative authority. The location of the manhole shall be marked on the ground surface by means of a permanent, non-corrosive marker a minimum of three inches in diameter.

An inspection port extending to finished grade shall be provided over each tank or compartment inlet and outlet which is not directly below a manhole except for those outlets where a septic solids retainer is used. Inspection ports shall extend to finished grade, shall be constructed of four inch cast iron or Polyvinyl Chloride (PVC) and shall have a locked or bolted cap.

Backfill around septic tanks shall be free of large stones, roots or foreign objects, shall be placed in thin layers, not to exceed eight inches, and shall be thoroughly tamped in a manner that will not produce undue strain on the tank. In the case of prefabricated plastic or fiberglass tanks, backfill shall be no thicker than the maximum depth recommended by the manufacturer.

Pumps

Two (2) pumps shall be provided and installed within the dosing (pump) tank as indicated on the construction plans.

The pumps shall be ½ Horsepower submersible pumps with 2"Ø discharge capable of a flow rate of 30 GPM at an 11.71 feet total design head.

Pumps shall be Model WHR-5 as manufactured by Myers or approved equal.

CONSTRUCTION

Backfill and Final Grading

Backfill and final grading shall be carried out in accordance with the following requirements: A minimum of nine inches and no more than 18 inches of backfill shall be placed over the top of the disposal field filter material.

Backfill material shall be of earth similar to that found at the site and free of large stones, tree stumps, broken masonry or other waste construction material.

In no case shall the backfill material be more permeable than the surrounding soil.

Backfill shall completely cover the entire disposal bed and shall be graded smoothly into the surrounding topography on all sides.

The following practices shall be followed:

Heavy machinery, rubber-tired vehicles or other vehicles exerting a ground pressure in excess of eight pounds per square inch shall not be permitted to pass over the disposal field after the filter

material and distribution network have been installed.

Tracked equipment may be used for the purpose of backfilling and final grading provided that this equipment does not exert a pressure on the underlying soil in excess of eight pounds per square inch.

After completion of backfilling and final grading, the backfilled area over the disposal field and any areas disturbed during the construction shall be seeded or sodded to establish a vegetative cover to stabilize against erosion in a manner acceptable to the Engineer.

Additional Excavation/Soil Removal

Excavation/soil removal below the elevation depicted on the plans shall be evaluated by the Engineer during construction to determine how much, if any, additional excavation/soil removal is necessary.

QUANTITY AND PAYMENT

The quantity for which payment shall be made shall be on a "LUMP SUM" basis at the price bid in the Schedule of Quantities for "SEPTIC SYSTEM COMPLETE". The price shall include all labor, materials, pipe, tanks, pumps, filter material, filter fabric and stone required for installation of a complete and operable septic system.

ITEM NO. 7 – TOPSOILING, 4” THICK

804.01 DESCRIPTION

This Section describes the requirements for preparing and placing topsoil. **Mobilization and layout for this item shall be included in bid.**

804.02 MATERIALS

Provide materials as specified:

Topsoil917.01

804.03 CONSTRUCTION

804.03.01 Topsoiling

Store topsoil in stockpiles as specified in 202.03.03.B.

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.

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.

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 806.03.01.

804.04 MEASUREMENT AND PAYMENT

The Engineer will measure and make payment for Items as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Topsoiling, 4” Thick	Square yards

Payment for this Item, for the quantity as above determined at the unit price bid in the proposal, which price shall include, all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation.

ITEM NO. 7 – HYDROSEEDING

DESCRIPTION

This work shall consist of furnishing all labor, equipment, and materials for hydroseeding. Hydroseeding shall be the only acceptable method of stabilization. Seed, fertilizer, and mulch shall not be placed by hand. **Mobilization and layout for this item shall be included in bid.**

MATERIALS

- a. Equipment shall have a built in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing not less than 20 kilos (44 lbs.) of organic mulching amendment plus fertilizer, chemical additives and solids for each 100 gallons of water.
- b. Cellulose Fiber Mulch: Apply at a minimum rate of 1500 lbs./acre.
- c. Fertilizers: Best 6-20-20 or Best 15-15-15 or approved equal applied at rate appropriate for product.
- d. Organic tackifier shall be applied at rate of 70 lbs./acre.
- e. Hydroseed seed mix, Jonathan Green Drought Tough Mixture (or approved equal), shall be applied at the 20 lbs./1000 sq.ft.
 - 40% Frontier Perennial Ryegrass
 - 25% Black Magic Tall Fescue
 - 25% Dakota Tall Fescue
 - 10% Deepblue Kentucky Bluegrass

CONSTRUCTION

1. *Installation procedures:*

- a. Inspection of conditions: Examine related work including irrigation and grading of surface before proceeding with any work and notify the Engineer in writing on conditions which may prevent the proper execution of this work. Failure to report unsuitable conditions will require the contractor to rectify unacceptable work at no additional cost to the City.
- b. Water all plant areas thoroughly to saturate upper layers of soil prior to the hydroseeding operation.
- c. Allow the planting area soil surface to dry out for one day only prior to the hydroseeding application. Exercise care not to allow the soil surface to be overly saturated with water prior to the hydroseeding installation. At the same time the soil surface should not become too dry during this period. There should be some residual moisture within the first 1/4 inch of the soil surface.
 - d. Prior to starting the hydroseeding operation notify the Engineer forty eight (48) hours in advance to be present at start of hydroseeding.

2. *Hydroseeding Application:*

- a. Apply the hydroseeding in the form of slurry consisting of organic soil amendments, commercial fertilizer, and any other chemicals that are called out. When hydraulically sprayed onto the soil, the mulch shall form a blotter-like material. Direct the spray operation so that this procedure will drill and mix the slurry components into the soil, the slurry spray will also penetrate the soil surface, thus ensuring maximum impregnation and coverage. The impregnation and mixing of the components will help in retaining moisture while stabilizing soil surface from superficial erosion.
- b. Do not let the hydroseeding slurry components in the hydroseeding machine for more than two (2) hours because of possible seed destruction. If slurry components are left for more than two hours in the machine, add 50% more of the originally specified seed mix to any slurry mixture which has not been applied within the two hours after mixing. Add 75% more of the original seed mix to any slurry mixture which has not been applied eight (8) hours after mixing. All mixtures more than eight (8) hours old, must be disposed, off-site, at the contractor's expense.
- c. Spray the area with a uniform visible coat, using the dark color of the cellulose fiber as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. Insure that all of the slurry components enter and mix with the soil. Insure the uniformity of the hydroseed application. The hydraulic contractor shall be approved by the Engineer.
- d. Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at the contractor's expense.
- e. Contractor shall save all seed and fertilizer tags and fiber mulch bags for the Engineer to verify compliance with the drawings and specifications.
- f. The City Engineer shall be present during the hydroseeding operation and has final determination if conditions are acceptable for hydroseed application.

Maintenance

1. Upon acceptance of hydroseeding operations, maintain all hydroseeding areas for a period of 90 calendar days as follows:
 - a. Germination stage irrigation: Approximately 25 hours after hydroseeding the planting areas, initiate the watering sequence. Leave the water on long enough to moisten the soil thoroughly to the depth of the slurry mulch taking care not to super saturate or wash away the slurry and seed. Perform frequent, light irrigation until the seed has germinated. Repair all seed washings and erosion.
 - b. Establishment stage irrigation: After germination, reduce each watering. The specific watering program shall be approved by the Engineer.
2. Fertilization: Fertilize all hydroseed areas with an approved commercial fertilizer, 30 calendar days from the start of the maintenance period and continuing once every 60 calendar days until the completion of the 90 calendar day maintenance period.
3. Weeding: All concentrated developments of weed growth appearing in the seed mix planting areas during the maintenance period shall be removed at two (2) week intervals. The contractor may elect to remove such concentrations of weeds manually or by a City approved herbicide program.
4. Minimum Coverage and Acceptance:

a. Minimum coverage: Final acceptance may be given at the end of the 90 calendar day maintenance period if an acceptable germination of turf and adequate plant establishment has been obtained, as determined by the Engineer.

b. Final approval and acceptance will be given in writing by the Engineer following a final acceptance inspection. The Engineer reserves the option to extend the maintenance period to achieve complete germination of all turf or other plant materials with a uniform height, color and density throughout all hydroseeded areas.

MEASUREMENT & PAYMENT

The Engineer will measure and make payment for Items as follows:

Payment for hydroseeding includes furnishing all labor, equipment, and materials for hydroseeding. Hydroseeding will be measured in place by area in square yards.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Hydroseeding	Square yards

Payment for this Item, for the quantity as above determined at the unit price bid in the proposal, which price shall include, all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation.

ITEM NO. 8 – SOIL EROSION MEASURES

Section 212.01 - Description

Under this item the Contractor shall be responsible for furnishing all material, labor and equipment necessary for and incidental to the construction, implementation and maintenance of all soil erosion and sediment control measures as indicated on the plans, as specified herein or as directed by the Engineer.

All soil and sediment control measures shall be constructed in accordance with “Standards for Soil Erosion and Sediment Control in New Jersey” revised April 1987 or latest revision. The soil erosion and sediment control measures indicated on the plan are the minimum control measures to be instituted during the term of the project. Additional control measures as may be required by Federal, State and/or local permits shall apply.

The Contractor shall construct as part of the work of this section all structural and temporary vegetative control measures as shown on the plans, including stabilized construction entrances, silt fences, and inlet protection as required by the Soil Erosion and Sediment control Permit, or as may be required due to the Contractor’s construction activities.

Construction and payment of the permanent vegetative control measures shall be in accordance with applicable sections of these specifications.

Section 212.02 - Materials

Bales: Hay or straw shall be free of rotted decayed or other undesirable matter and securely bound with wire or plastic ties.

Silt Fence: To prevent sediment leaving the site, Mirafi 100x sediment control fence, O.A.E. shall be installed with pre-weather oak posts spaced 8 o.c. max. Posts shall be a minimum 4’-6” in length.

Crushed Stone: Shall be angular with sharp edges and shall be ASTM – C-33 graduation, size No. 2 or No. 3.

Topsoil: Shall be friable and loamy, free of debris, objectionable weeds, stones, and toxic substances, which may be harmful to plant growth.

Limestone: Shall be pulverized dolomite.

Temporary Seed Mixture: Shall be labeled to show compliance with the requirements of the NJ State Seed Law and shall have been tested within 6 months preceding the date of sowing. The kinds and amounts shall be indicated (lbs per 1000 sq. ft.):

5 lbs Annual Ryegrass

Mulch: Shall be unrotted salt hay, hay or small grain straw.

Mulch Binders: Shall be synthetic or organic such as Curasol DCA-70, Petro Set or other approved equal.

Section 212.03 - Construction

The contractor shall establish controls for on site construction traffic in order to minimize land disturbance in any area where vehicular traffic disturbs the land to the extent of reducing protective vegetation, compacting soil, or otherwise deteriorating the environment.

All construction debris, excess excavated material and refuse incidental to this project shall be removed entirely from the site by the Contractor and properly disposed of in a legal manner. Insofar as practicable, existing vegetation shall be preserved and site preparation activities shall be planned to minimize the area and duration of soil disturbance.

Stabilization with vegetative cover shall be performed only during the periods of March 15 to May 31 and August 15 to October 31. In the event that seeding cannot occur during these periods, the Contractor shall temporarily stabilize the area with anchored mulch. In the event that the construction is halted for periods greater than 30 days, areas disturbed by construction shall be stabilized by seeding. Prior to the seeding operation, disturbed areas shall be graded as needed so as to permit the use of conventional equipment for seed bed preparation.

The application of topsoil, seedbed preparation and seeding for the development of a temporary vegetative cover shall be by the same methods outlined for permanent restoration in other sections of these specifications.

The Contractor shall apply mulch to all newly temporary seeded areas immediately following seeding and to all disturbed areas if stabilization by seeding cannot occur as herein specified. Mulching shall be performed as follows: Unrotted hay or small grain straw shall be uniformly spread at a rate of 90 lbs/1000 SF and anchored with liquid mulch binder or netting tiedown.

Synthetic or organic binders shall be applied at the manufacturers recommended rate. Combined wood cellulose fiber mulch/tack products shall be applied at a rate of 400 pounds/acre. Mulch netting may be used in place of liquid mulch binders. Mulch netting shall be anchored by firmly stapling the netting into the soil over the straw or hay mulch. Regardless of the anchoring method employed, mulch anchoring shall be performed immediately after placement of the hay or straw mulch.

Section 212.04 – 212.08 - Stockpile Protection

The Contractor shall construct hay bale barriers around all stockpile of fill, topsoil and excavated overburden that are to remain exposed for periods greater than one week. Hay bale barriers shall be anchored and constructed as shown on the plans.

The hay bales shall be maintained in good operating condition by the Contractor until the stockpiles are brought to final grade and stabilized with vegetative cover. It shall be the responsibility of the Contractor to remove and dispose of all hay bale barriers from the construction site after the stockpiles are depleted.

Where stockpiles lie on paved surfaces, the Contractor shall remove residual stockpiled materials to the maximum extent practicable before removing the hay bale barriers.

Stockpiles of topsoil, fill and excavated overburden shall be located a minimum of 50 feet from wetlands and surface waters.

Sediment Barriers

The Contractor shall construct hay bale barriers down slope of construction activities to intercept and detain sediment from disturbed areas and as may be required during dewatering operations. Hay bale barriers shall be constructed so that water cannot by pass the barriers around the ends. Hay bales shall be constructed and maintained in good operating condition by the Contractor until stabilization of the upstream contributory areas is achieved.

Silt fences may be installed in lieu of the hay bales upon authorization of the Engineer and the Soil Conservation District representative. The contractor shall remove silt build up as required to maintain the silt fence in good operating condition, and shall remove and dispose of the silt fence when it is no longer needed. Silt fences shall be installed at the bottom of each basin slope to prevent sediment washing into the basin from overland flow.

Section 212.09 - Method of Measurement

The quantity of Soil Erosion and Sediment Control Measures for which payment will be made will be a lump sum covering all the work necessary and incidental to adequately provide for soil erosion and sediment control measures which may be required for federal, state and or local permits as shown on the plans, as specified herein or as directed by the Engineer.

Section 212.10 - Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Soil Erosion and Sediment Control	Lump Sum

Payment will be made for the item Soil Erosion and Sediment Control Measures for the quantity as above determined at the lump sum price bid for this item in the proposal, which price shall include, but not necessarily be limited to, the cost of furnishing all hay bales, silt fence, temporary seeding, maintenance and removal of measures employed, construction entrance with tire scrub, roadway sweeping twice a week, etc., all as above described including all labor, equipment and all else necessary therefore and incidental thereto.