

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY



2023 Community Development Block Grant –
Underhill Park Improvements

Direct HUD Entitlement Program
Administered by The Atlantic County Improvement Authority

BID# 2024-04

MAYOR
Art Schenker

TOWNSHIP COMMITTEE

Robert Laws, Deputy Mayor
Richard Cheek
Carl Pitale
Dr. Thelma Witherspoon

April 2024

Robert A. Watkins
Professional Engineer, License No. 45865

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**TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY**

2023 COMMUNITY DEVELOPMENT BLOCK GRANT – UNDERHILL PARK IMPROVEMENTS

BID# 2024-04

Notice is hereby given that on **Thursday April 25th, 2024** 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 2023 COMMUNITY DEVELOPMENT BLOCK GRANT – UNDERHILL PARK IMPROVEMENTS FOR THE TOWNSHIP OF HAMILTON, ATLANTIC COUNTY, NJ, (BID NO. 2024-04) at which time and place the said bids will be publicly opened and read. Late bids will be returned unopened.

Funding for this project has been granted by the US Department of Housing and Urban Development to the County Of Atlantic. The Grant is being administered by the Atlantic County Improvement Authority on behalf of the County. All contract provisions included in the agreements between HUD, the County of Atlantic, the Atlantic County Improvement Authority and the Municipality pertaining to contracting and procurement are applicable to this contract.

The BIDDER will abide by Executive Orders 11635 and 12138 in connection with the utilization of Minority and Women Business Enterprises on the project. The Atlantic County Improvement Authority requires that all BIDDERS must make efforts to involve minority and women-owned businesses in the project through the use of such firms as subcontractors, material suppliers and/or service providers to the maximum feasible extent.

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# 2024-04 consists of 2023 COMMUNITY DEVELOPMENT BLOCK GRANT – UNDERHILL PARK IMPROVEMENTS which will include various park and field improvements.

The work for this bid shall be completed within ninety (90) calendar days of the Contractor's receipt of written Notice to Proceed. Township reserves the right to award any/all or none of the bids

Sealed Bids must be submitted to and addressed to Rita Martino, Township Clerk, Township of Hamilton, 6101 Thirteenth Street, Mays Landing, NJ 08330 by the time designated above for receipt and opening of bids. Bids maybe received by carrier or in person. 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 not 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.

Successful bidders, after notification of award, but prior to signing a construction contract, shall submit to the township 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. LWD, Construction EEO Monitoring Program, through its website http://www.state.nj.us/treasury/contract_compliance_pdf/aa201.pdf for distribution to and completion by the contractor, in accordance with the 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 successful bidder will also be required to submit bonds and proof of insurance on or before execution of their respective Contracts as explained in the Contract Documents.

Bidders are required to comply with all relevant Federal and State Statues, Rules and Regulations including but

not limited to the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended (42 USC 2000d 2000D 4A), the discrimination and affirmative action provisions of NJSA 10:5-31 et seq. and NJAC 17:24 (Contract Compliance and Affirmative Action for Public Contracts), the rules and regulations promulgated pursuant thereto, the State requirement for bidders to supply statements of ownership (N.J.S.A. 52:25 24.2) and the State requirement for submission of the names and addresses of certain subcontractors (N.J.S.A. 40A:11 16).

Challenges to bid specifications must be made, in writing, addressed to the Owner & Engineer, at least five (5) business days prior to the bid opening date.

Challenges filed after this deadline will not be considered.

Pursuant to P.L. 2004, c.57 (N.J.S.A. 52:32-44) effective September 1, 2004, all business organizations that conduct business with a New Jersey government agency are required to be registered with the State of New Jersey.

The Contract Documents may be acquired via email request to info@mottwatkins.com. Electronic copies of documents are free.

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).

“Bidders must submit with their bids the non-collusion affidavit contained in the contract documents.

Prevailing wages established under the Davis-Bacon Act will apply to this contract. The contract documents contain requirements addressing prevailing labor wage rates, labor standards, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, participation by Section 3 residents and businesses, and related matters.

The bidders/offerors must submit documentary evidence of minority and women business enterprises and of Section 3 businesses (low and moderate income businesses) who have been contacted and to whom commitments have been made. Documentation of such solicitations and commitments shall be submitted concurrently with the bid.

The provisions of the Federal Government Department of Labor’s current wage rate determinations and the New Jersey Prevailing Wage Act are requirements of this project. The higher of the Federal or State Wage Rate and the higher of the Federal or State Fringe Benefit Rate shall prevail.”

The Township reserves the right to reject bids based upon the criteria specified in the Information to Bidders.

BY ORDER OF THE TOWNSHIP OF
HAMILTON

Rita Martino, Township Clerk

Information for Bidders

1. **Bids are to be submitted to township clerks office in accordance with this notice, then the bidder shall submit a copy of the bid guarantee with electronic submittal and mail PRIOR to bid opening the original to the Municipal Clerks office Township of Hamilton, 6101 Thirteenth Street, Mays Landing, NJ 08330.** All bids must be received by Thursday April 25th, 2022 at 10:00 a.m.
2. ALL BIDS shall be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted.
3. The MUNICIPALITY may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time of the opening of the BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. NO BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the MUNICIPALITY and the BIDDER.
4. Bidders must visit the site and assure themselves as to the extent of work involved. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.
5. The Contract Documents contain the provisions required for the completion of the project. Contract Documents include the following:

- Instruction for Bidders
- Proposal
- General Conditions
- Insurance policies or Certificates as required
- State and Federal Requirements
- Detailed and General construction specifications and drawings

Bidders must use the prepared proposal forms that are contained in the Contract Documents.

6. The parties to whom the contract is awarded with be required to execute the Agreement within ten (10) calendar days from the date when NOTICE of AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall refer to the necessary Agreement as provided herein. In case of the failure of the BIDDER to execute the Agreement, the MUNICIPALITY, may at its option consider the BIDDER in default, in which case the project will be awarded to the next lowest bidder.
7. The OWNER, within ten (10) days of receipt of Agreement, signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the MUNICIPALITY.
8. The NOTICE to PROCEED shall be issued within ten (10) days of the execution of the

agreement by the MUNICIPALITY. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the MUNICIPALITY and CONTRACTOR.

9. The MUNICIPALITY may make such investigations as is deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the MUNICIPALITY all such information and data for this purpose as the MUNICIPALITY may request. The MUNICIPALITY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the MUNICIPALITY that the BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
10. A conditional or qualified BID shall not be accepted.
11. After the proposals are opened, the total amount of the bid and the name of the apparent low bidder will be publicly announced. Proposals will then be compared. Bid proposal will then be verified and if judged by the MUNICIPALITY to be satisfactory, the results of the determination of the lowest responsible bidder will be made available to the public based on the total bid amount arrived by adding all factors.
12. All applicable laws, ordinances and rules and regulations of all authorities, local municipal, MUNICIPALITY, state and federal, having jurisdiction over the project shall apply to the contract throughout.
13. Funding for this project has been granted by the US Department of Housing and Urban Development to the County of Atlantic. The Grant is being administered by the Atlantic County Improvement Authority on behalf of the County. All contract provisions included in the agreements between HUD, the County of Atlantic, the Atlantic County Improvement Authority and the Municipality pertaining to contracting and procurement are applicable to this contract.
14. The BIDDER will abide by Executive Orders 11635 and 12138 in connection with the utilization of Minority and Women Business Enterprises on the project. The Atlantic County Improvement Authority requires that all BIDDERS must make efforts to involve minority and women-owned businesses in the project through the use of such firms as subcontractors, material suppliers and/or service providers to the maximum feasible extent.
15. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project; that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, age, color, religion, sex, ancestry, national origin, or handicap; that a mandatory ratio of apprentices and trainees to journeymen is required in each craft and the Contractor (and any subcontractors) is obliged to make a "diligent effort" to achieve these ratios; and that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and must to the greatest extent feasible utilize project area businesses located in or owned insubstantial part by project area residents.
16. Wage Rates under the Federal Davis-Bacon Wage Rate determination are subject to change. Modifications in the Federal Davis Bacon Rate determination must be published within 10 days of the bid opening to be effective in 'the Contract.

17. The CONTRACTOR shall furnish and erect one (1) project sign, with the information set forth below being on both sides (if both sides are visible). Each sign shall be placed in a manner where it can be clearly seen from the nearest main road or area of highest foot traffic. The sign shall be in place for at minimum the entire length of the construction.

The sign shall be of substantial construction and made of good quality materials, the sign is to be at least four feet by six feet in dimension. The sign shall be attached to a preexisting structure or placed on uprights carefully braced and placed in the ground to an adequate depth to keep the sign safely in place.

The entire sign shall be white in color with lettering placed on each visible side containing, essentially, the following information:

NAME OF OWNER OF THE PROPERTY (can be omitted if municipally owned)
NAME OF MUNICIPALITY IN WHICH PROJECT IS LOCATED
TITLE OF JOB
CONTRACT NUMBER (as designated by the municipality)

The following wording shall also appear on the project sign:

**FUNDING FOR THIS PROJECT HAS BEEN PROVIDED THROUGH
THE ATLANTIC COUNTY CONSORTIUM BY A COMMUNITY
DEVELOPMENT BLOCK GRANT FROM THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT**

DENNIS LEVINSON, ATLANTIC COUNTY EXECUTIVE

**MAUREEN KERN, CHAIRWOMEN
ATLANTIC COUNTY BOARD OF CHOSEN FREEHOLDERS**

The wording is subject to final approval by the Atlantic County Improvement Authority and may be revised prior to actual initiation of the work.

The CONTRACTOR shall, in addition to the foregoing signs, provide all other signs in accordance with detailed instructions as required when any other Federal and/or State grants are involved in the project. The CONTRACTOR shall protect and maintain the signs in good condition throughout the life of the project.

18. 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.

19. Contract for bid shall be for ninety (90) calendar days total, whether owner awards only the base bid OR base bid & supplemental bids.

III. BID FORMS

BID PROPOSAL FORM

PROJECT IDENTIFICATION: 2023 Community Development Block Grant
Underhill Park Improvements

CONTRACT IDENTIFICATION: BID#2024-04

BID SUBMITTED TO: Township of Hamilton
6101 Thirteenth Street
Mays Landing, NJ 08330

THIS BID SUBMITTED BY: _____

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all Work for the Marks Road contract in strict accordance with the Contract Documents within the timeframe set forth therein and at the prices stated therein.

BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, and General Conditions, including without limitation those dealing with the disposition of Bid security. This Bid shall remain subject to acceptance for 60 days after the day of bid opening. BIDDER will sign and submit the Agreement with the Bonds and Insurance and other documents required by the bidding requirements within 15 days after the date of Owner's Notice of Award.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM (if any): _____

The BIDDER shall submit a Lump Sum Price for all work included in this contract. On the following page, the BIDDER shall list the Lump Sum Bid. A price for the work that may be deleted at the option of the MUNICIPALITY shall be identified. The DEDUCT will be used to make a change order should the MUNICIPALITY to delete the work identified. All change orders shall be executed on the document provided in the Contract Documents and subject to the terms set forth in the General Conditions.

The MUNICIPALITY reserves the right to reject any or all Bids or limit the scope of the work.

BIDDER agrees to perform all work described in the Contract Documents for the following:

TOTAL BASE BID COST (WRITTEN OUT) \$ _____ Dollars

LUMP SUM BASE BID \$ _____

TOTAL SUPPLEMENTAL BID #1 COST
(WRITTEN OUT).....\$ _____ Dollars

LUMP SUM SUPPLEMENTAL BID #1 \$ _____

TOTAL SUPPLEMENTAL BID #2 COST
(WRITTEN OUT).....\$ _____ Dollars

LUMP SUM SUPPLEMENTAL BID #2 \$ _____

TOTAL BASE BID AND SUPPLEMENTAL BIDS #1 & #2 COST
(WRITTEN OUT).....\$ _____ Dollars

LUMP SUM BASE BID AND SUPPLEMENTAL BIDS #1 & #2 \$ _____

TOTAL BASE BID AND SUPPLEMENTAL BID #1 COST
(WRITTEN OUT).....\$ _____ Dollars

LUMP SUM BASE BID AND SUPPLEMENTAL BID #1 \$ _____

TOTAL BASE BID AND SUPPLEMENTAL BID #2 COST
(WRITTEN OUT).....\$ _____ Dollars

LUMP SUM BASE BID AND SUPPLEMENTAL BID #2 \$ _____

Note: Lump Sum cost shall include all vector control, demolition work, dumping fees, permit fees, traffic control, equipment and restoration of each structure and completion of work on adjacent units, where applicable. **Bidders shall include the cost of insurance in the price. The Township shall either award solely the Base Bid or the Base and Supplemental Bid together if funds are available.**

Respectfully Submitted:

Name of Bidder

Name of Firm or Corporation

Signature

Address

Title

Date

Telephone Number: _____

FAX Number _____

IRS Employers I.D. Number: _____

(Seal - If BIDDER is a corporation)

ATTEST: _____

Additional Signatures if required (i.e.: Joint Bid)

PROPOSAL

to the

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

2023 COMMUNITY DEVELOPMENT BLOCK GRANT

Tilton Road – Underhill Park Improvements

BID# 2024-04

THE UNDERSIGNED, as bidder, declares that the only persons or parties interested in the Proposal as principals are named on Page BF-5-7; 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

2023 COMMUNITY DEVELOPMENT BLOCK GRANT
BID# 2024-04 – 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#2024-04 – 2023 COMMUNITY DEVELOPMENT BLOCK GRANT** 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 (Base Bid & Supplemental):	90	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	TRAFFIC CONTROL	\$ -		\$ -
3	298	C.Y.	EXCAVATION, 2" THICK & VARIABLE	\$ -		\$ -
4	198	C.Y.	DENSE GRADED AGGREGATE BASE COURSE, 2" THICK & VARIABLE	\$ -		\$ -
5	426	S.Y.	ASPHALT WALKING PATH, 8' WIDE	\$ -		\$ -
6	25	TON	REMOVE & REPLACE ASPHALT DRIVEWAY APRON, 2" THICK, IF & WHERE DIRECTED	\$ -		\$ -
7	1	UNIT	DUGOUT	\$ -		\$ -
8	1,454	L.F.	CHAIN LINK FENCE, 6' HIGH	\$ -		\$ -
9	834	L.F.	CHAIN LINK FENCE, 8' HIGH	\$ -		\$ -
10	340	L.F.	CHAIN LINK FENCE, 16' HIGH	\$ -		\$ -
11	2	UNIT	CHAIN LINK FENCE - SLIDE GATE 6' HIGH	\$ -		\$ -
12	496	S.Y.	CONCRETE SIDEWALK, 4" THICK	\$ -		\$ -
13	68	S.Y.	CONCRETE PARKING PAD, 6" THICK	\$ -		\$ -

ALL "P" PAGES MUST BE COMPLETED AND SIGNED OR BID SHALL BE REJECTED.

Signature _____

PROPOSAL
TO
TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

2023 COMMUNITY DEVELOPMENT BLOCK GRANT
BID# 2024-04 – BASE BID

SCHEDULE OF QUANTITIES AND PRICES

Item	Quantity	Units	Description	Unit Price	Write Out Unit Price	Amount
14	5	UNIT	CONCRETE HANDICAP RAMP, ADA ACCESSIBLE, W/ DETECTABLE WARNING SURFACE	\$ -		\$ -
15	464	S.Y.	CRUSHED CLAM SHELLS, 2" THICK	\$ -		\$ -
16	4	UNIT	SOLAR LED EDGE LIT CROSSWALK WARNING SIGN	\$ -		\$ -
17	2	UNIT	SIGNS	\$ -		\$ -
18	1	LUMP SUM	PROJECT SIGN	\$ -		\$ -
19	1,500	S.Y.	TOPSOILING, 4" THICK	\$ -		\$ -
20	1,500	S.Y.	HYDROSEEDING	\$ -		\$ -
21	1	LUMP SUM	CONCESSION STAND RESTROOM - RENOVATION	\$ -		\$ -

Total Amount BASE BID based on Estimated Quantities, Bid Items above 1 –21, Inclusive

\$ _____

DOLLARS

TOTAL AMOUNT BID FOR ABOVE BID ITEMS ABOVE 1-21, WRITTEN

SIGNATURE

NAME & TITLE (TYPE OR PRINT)

BID DATE

COMPANY NAME

PROPOSAL

TO
TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

2023 Community Development Block Grant
BID# 2024-04 – SUPPLEMENTAL BID #1

SCHEDULE OF QUANTITIES AND PRICES

Supplemental Bid #1

Item	Quantity	Units	Description	Unit Price	Write Out Unit Price	Amount
S1-1	2,460	S.Y.	HMA PROFILE MILLING, 1.5" & VARIABLE	\$ -		\$ -
S1-2	370	TON	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2.5" THICK	\$ -		\$ -
S1-3	110	L.F.	TRAFFIC STRIPES, LINES, LONG-LIFE, EPOXY RESIN, 6" THICK	\$ -		\$ -
S1-4	3,550	L.F.	TRAFFIC STRIPES, LINES, LONG-LIFE, EPOXY RESIN, 4" THICK	\$ -		\$ -
S1-5	22	UNIT	TWO-WAY PLOWABLE BI-DIRECTIONAL AMBER PAVEMENT REFLECTORS AND CASTINGS	\$ -		\$ -
S1-6	44	UNIT	TWO-WAY PLOWABLE MONO-DIRECTIONAL WHITE PAVEMENT REFLECTORS AND CASTINGS	\$ -		\$ -
S1-7	1	LUMP SUM	TRAFFIC CONTROL	\$ -		\$ -

Total Amount SUPPLEMENTAL BID #1 based on Estimated Quantities, Bid Items above 1-7, Inclusive

\$ _____

DOLLARS

TOTAL AMOUNT BID FOR ABOVE BID ITEMS ABOVE 1-7, WRITTEN

SIGNATURE

NAME & TITLE (TYPE OR PRINT)

BID DATE

COMPANY NAME

PROPOSAL

TO
TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

2023 Community Development Block Grant
BID# 2024-04 – SUPPLEMENTAL BID #2

SCHEDULE OF QUANTITIES AND PRICES

Supplemental Bid #2

Item	Quantity	Units	Description	Unit Price	Write Out Unit Price	Amount
S2-1	600	L.F.	CHAIN LINK FENCE, 4' HIGH	\$ -		\$ -
S2-2	3	UNIT	CHAIN LINK FENCE - GATE 4' HIGH 6' WIDE	\$ -		\$ -

**Total Amount SUPPLEMENTAL BID #2 based on Estimated Quantities, Bid Items
above 1-2, Inclusive**

\$ _____

DOLLARS

TOTAL AMOUNT BID FOR ABOVE BID ITEMS ABOVE 1-2, WRITTEN

SIGNATURE

NAME & TITLE (TYPE OR PRINT)

BID DATE

COMPANY NAME

Owner reserves the right to award base bid only OR base bid plus supplemental bid(s) 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:	

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__.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Identify the person who will have direct responsibility for implementing Affirmative Action requirements: _____

2. Identify the person that will be responsible for preparing:

A. Initial Project Manning Report for prime and major subcontractors

B. Monthly Project Manning Reports for prime and major subcontractors.

C. Monthly wage reports for prime and major subcontractors.

D. Minority and Women Business Enterprise Program Reports.

3. List of names of minority and women subcontractors and vendors that the Bidder has used over the last twenty-four months and the amount of their Contracts.

4. Provide documentation of the good faith efforts made to solicit the participation of minority and women subcontractors and vendors.

(Name/Signature of Authorized Representative of Contractor)

(Date)

MINORITY AND WOMEN'S BUSINESS ENTERPRISE BIDDER INSTRUCTIONS

This Project is funded in part with Community Development Block Grant (CDBG) funds. In accordance with CDBG rules and regulations, municipalities must uphold the conditions of the Minority/Women's Business Enterprise (MBE/WBE) Action Plan.

The minimum participation level of five percent (5%) for Minority Business Enterprises and three percent (3%) for Women Business Enterprises MBE/WBE has been established. The successful bidder will be required to submit evidence that these goals have been met either through his/her own employment practices or through the use of MBE/WBE subcontractors and vendors. Failure to comply may result in the bidder being determined not responsible.

In preparation of your bid, you shall contact MBE/WBE firms made available by the NJSAPI N.J. Selective Assistance Vendor Information Database) at https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp and State Contracting with Small, Minority, and/or Women Business Enterprises (SMWBE's) at <http://www.state.nj.us/njbusiness/contracting/>

You may also contact other MBE/WBE firms of which you are aware.

As part of your bid, you are expected to complete and submit the *MBE/WBE Contract Solicitation and Commitment Statement form*. This form will be used during bid review to ascertain your level of MBE/WBE utilization. Your efforts and success in utilizing these firms will be one of the tests of bidder responsibility. Failure to meet this Project's MBE/WBE goal does not automatically disqualify your bid; however, the MBE/WBE Bidder Certification must be submitted with the bid. At the Atlantic County Improvement Authority's discretion, elements of the MBE/WBE may be waived, provided the bidder can submit adequate evidence of an effort to enlist MBE/WBE subcontractors and suppliers for the Project.

If you are the successful bidder you will be expected to document, at the pre-construction conference, your efforts to solicit MBE/WBE business enterprises, and to confirm the percentage of participation you will achieve.

Finally, at the completion of the Project and before final payment, you will be required to furnish to the municipality a completed *Minority/Women Business Enterprise Utilization Report* for yourself and your subcontractors along with a *Minority/Women Business Certification* form, if applicable.

MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder	(2) IFB Number
Address	Bid Opening Date
Telephone Number	Contact Person

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date.

*(3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	*(7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%
A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By	Telephone Number/E-mail Address:
------------------	----------------------------------

Use additional sheets if necessary.

EXPLANATION OF COLUMN ITEMS
(MBE/WBE Contract Solicitation and Commitment Statement)

1. Provide your company name, address, telephone number.
2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
3. Enter the subcontractor's company name, Employer Identification Number (EIN), Social Security Number (SSN) and telephone number with area code. Only the company's name is a mandatory item.
4. Indicate whether or not the firm is an MBE/ WBE firm. Place a check mark in either the MBE column or the WBE column.
5. Indicate type of work to be performed and/or material to be supplied.
6. Enter the total dollar amount of the quote received.
7. Enter the dollar amount of the commitment which you have made to the MBE or WBE firm. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE or WBE firm.
8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for subcontractors and suppliers to respond to bids.
9. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this or a separate sheet explaining the failure to achieve the MPL for either MBE or WBE. Failure to provide this explanation will result in rejection of the bid as non-responsive.
10. Indicate the name and title of the person(s) who prepared the form, along with an e-mail address.

***KEY NOTE: Mandatory Items: Failure to provide mandatory items will result in rejection of the bid as non-responsive. These items appear in Columns 3 and 7. Only the company name is a mandatory item in Column 3.**

**CONTRACTOR
MINORITY AND WOMEN BUSINESS ENTERPRISE BIDDER
CERTIFICATION**

The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufactures, subcontractors and suppliers. If a bidder has met the goals for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections.

Where the goals are not met, the below statements, if accurate, shall be certified by the bidder:

1. The limited number or no commitment to MBEs/WBEs was not motivated by consideration of race or gender.
2. MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.
3. Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.

By signing below, I certify that the above statements are true and accurate.

Company Name

Signature

Date

**CONTRACTOR'S
ACTION PLAN FOR BUSINESS UTILIZATION
MBE/WBE**

- A.** The Contractor shall utilize, to the maximum extent feasible, eligible, MBE/WBE business concerns located in the area and contracting for work to be performed in connection with the completion of the contract. Eligible MBE's have Ownership by minority individuals and the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members. Eligible WBE's must be at least 51% or more women-owned, managed, and controlled, must be open for six months, and owner must be a US citizen or legal resident alien. All MBE/WBE's must be registered with the State of New Jersey.
- B.** The Contractor has established a goal of _____% for MBE (Minimum Goal is 5%) and a goal of _____% for WBE (Minimum Goal is 3%) for the total contract amount which he expects to award to eligible MBE/WBE business concerns.
- C.** To achieve the goal specified in paragraph "B", the contractor shall:
- 1. To identify MBE/WBEs in NJ, refer to the following websites:**
State Contracting with Small, Minority, and/or Women Business Enterprises (SMWBE's)
<http://www.state.nj.us/njbusiness/contracting/>

Services and Information: NJSAVI Database
https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp
 - 2.** Take steps to insure that subcontracts which are typically let on a bid rather than a negotiated basis are also let on a negotiated basis, whenever feasible.
- D.** The Contractor will report to the Atlantic County Improvement Authority on a monthly, quarterly, or per project basis, the results of the affirmative efforts undertaken per paragraphs A, B, and C above, including the efforts of its subcontractors.

Signature/Contracor

Date

CONTRACTOR

SUBCONTRACTOR

MINORITY AND WOMEN'S BUSINESS CERTIFICATION

As principal owner of _____, I certify that this
(MBE/WBE Firm Name)
firm is a bona fide Minority/Women Business Enterprise owned business.

I further certify that this firm was subcontracted by _____
for Work on the _____ Project in the amount of \$ _____.

Date

Signature/Title

CONTRACTOR
MINORITY & WOMEN'S BUSINESS ENTERPRISE
UTILIZATION REPORT
(SHALL BE SUBMITTED TO ATLANTIC COUNTY IMPROVEMENT AUTHORITY PRIOR TO FINAL PAYMENT)

Project Name:
Prime Contractor's Name:
Address:

EIN No.

Telephone:
Contact Person:

Total All Lower Tier Subcontract(s) \$
Total MBE/WBE Lower Tier Subcontract(s) \$

List MBE/WBE businesses from which you have purchased services and/or supplies in reference to this contract. This document is to be completed and submitted with request for final payment.

Company Name	Address/Phone	MBE? Mark Ethnic Code	WBE?	Trade	Date Paid	Contract Amount

Ethnic Code: A-Asian-Pacific Americans; B-African Americans; H-Hispanic Americans; N-Native Americans

SECTION 3 BUSINESS CONCERNS

BIDDER INSTRUCTIONS

This Project is funded in part with Community Development Block Grant (CDBG) funds. In accordance with CDBG rules and regulations, municipalities must uphold the conditions of the Section 3 Action Plan. The objective of the plan is to promote local economic development, neighborhood economic improvement, and individual self sufficiency for low- and very low-income individuals and business concerns as summarized in the "Section 3 Clause" included herein. Complete information regarding the Section 3 Plan is available at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>. Section 3 minimum numerical goals apply to any contractor who provides labor when a contract is greater than \$200,000. The bidder must attempt to meet the minimum numerical goals of contracting at least ten percent (10%) of the total project construction cost to Section 3 business concerns. Additionally, the bidder must attempt to employ Section 3 residents resulting in at least thirty percent (30%) of the aggregate number of new hires. Failure to comply may result in the bidder being determined not responsible.

As part of your bid, you are expected to complete and submit the Section 3 Workforce Needs Table and the *Section 3 Contract Solicitation and Commitment Statement* form. This form will be used during bid review to ascertain your level of Section 3 utilization. Your efforts and success in utilizing these firms will be one of the tests of bidder responsibility. Failure to meet this Project's Section 3 goal does not automatically disqualify your bid. However, contractors and subcontractors failing to meet the goals must document actions taken to comply with the Section 3 requirements. At the Atlantic County Improvement Authority's discretion, elements of the Section 3 may be waived, provided the bidder can submit adequate evidence of an effort to enlist Section 3 residents and business concerns for the Project.

If you are the successful bidder you will be expected to document, at the pre-construction conference, your efforts to solicit Section 3 residents and business concerns, and to confirm the percentage of participation you will achieve.

Finally, at the completion of the Project and before final payment, you will be required to furnish

A completed *Section 3 Business Enterprise Utilization Report* for yourself and your subcontractors along with a *Section 3 Business Certification Form*, if applicable.

**CONTRACTOR'S
ACTION PLAN FOR BUSINESS UTILIZATION
SECTION 3**

- A. The Contractor shall utilize, to the maximum extent feasible, eligible, Section 3 business concerns located in the County of Atlantic and contracting for work to be performed in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as “small” under the Small Business Administration size standards and which are socially and economically disadvantaged.
- B. The Contractor has established a goal of _____% (Minimum Goal is 10%) of the total contract amount which he expects to award to eligible Section 3 business concerns. The Contractor’s Business Utilization Report sets forth the classification of subcontracts, the estimate of each subcontractor dollar amount, whether a Section 3 business is intended to be utilized and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph “B”, the contractor shall:
1. Make full use of Section 3 business listings made available by the Small Business Administration and the State of New Jersey. Other Services and Information:
NJSAVI Database:
https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp
SEC 3 Database & Sec 3 DBE sign up:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>
 2. Take steps to insure that subcontracts which are typically let on a bid rather than a negotiated basis are also let on a negotiated basis, whenever feasible.
 3. Where competitive bids are solicited, include as part of the bid documents the contractor’s goal for Section 3 as it relates to the work for which bids are being solicited, require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 4. Insert the Section 3 contract language required by 24 CFR 135.20(b) in all subcontracts; and require to be executed by the subcontractor a Certification of Compliance with Section 3, and an Affirmative Action Plan for Business Utilization.
- D. The Contractor will report to the Atlantic County Improvement Authority on a monthly, quarterly, or per project basis, the results of the affirmative efforts undertaken per paragraphs A, B, and C above, including the efforts of its subcontractors.

Signature/ Contractor

Date

**SECTION 3 IMPLEMENTATION ACTION PLAN
(SHALL BE SUBMITTED TO THE ATLANTIC COUNTY IMPROVEMENT
AUTHORITY AFTER AWARD AND PRIOR TO CONSTRUCTION)**

Desired Outcome	Action Steps to be Taken	Target Completion Date	Resources Needed	Resources Available	Persons Responsible	Evidence of Action Taken
Identify Section 3 residents and certify businesses/contractors.						
Develop and implement marketing strategies to inform Section 3 residents and businesses of employment and training opportunities.						
Facilitate the training and Employment of Section 3 residents And the award of contracts to Section 3 business concerns.						

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**CONTRACTOR
CERTIFICATION OF COMPLIANCE
SECTION 3**

CERTIFICATION OF COMPLIANCE WITH REGULATIONS TO SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS REQUIRED FOR PARTICIPATION IN THE HUD CDBG PROGRAM, PURSUANT TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, P.L. 93-383, AS AMENDED.

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter Section 3) requires that to the greatest extent feasible, opportunities for training and employment in a Section 3 covered project be given lower income residents of the project area and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(hereinafter called the Contractor)

Upon being awarded a contract
for _____
in _____ project area, the Contractor, to the greatest extent
feasible, will
(Municipality)

make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

The Contractor has been informed by the Local Public Agency, that the Department of Community Affairs has been determined that the project area boundaries for the Small Communities Program are the municipal limits.

To complete the project it is also estimated that the Contractor may be subcontracting for supplies and services for which certain business concerns eligible under Section 3 could provide. In order to comply with the regulations for utilization of businesses under Section 3, the Contractor will comply with the Section 3 Action Plan.

Signature/CONTRACTOR

**SUBCONTRACTOR'S
CERTIFICATION OF COMPLIANCE
SECTION 3**

CERTIFICATION OF COMPLIANCE WITH REGULATIONS TO SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS REQUIRED FOR PARTICIPATION IN THE HUD CDBG PROGRAM, PURSUANT TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, P.L. 93-383, AS AMENDED.

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter Section 3) requires that to the greatest extent feasible, opportunities for training and employment in a Section 3 covered project be given lower income residents of the project area and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(hereinafter called the Subcontractor)

upon being awarded a contract
for _____
in _____ project area, the contractor, to the greatest extent
feasible, will
(Municipality)

make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

The Contractor has been informed by the Local Public Agency, that the Department of Community Affairs has been determined that the project area boundaries for the Small Communities Program are the municipal limits.

To complete the project it is also estimated that the subcontractor may use lower tier subcontracts for supplies and services for which certain business concerns eligible under Section 3 could provide. In order to comply with the regulations for utilization of businesses under Section 3, the subcontractor will comply with the Section 3 Action Plan.

Signature/CONTRACTOR

CONTRACTOR

SUBCONTRACTOR

SUPPLIER

SECTION 3 BUSINESS CERTIFICATION

As principal owner of _____, I certify that this
(Section 3 Business Concern Name)
firm is a bona fide Section 3 owned business.

I further certify that this firm was subcontracted by _____
for Work on the _____ Project in the amount of \$_____.

Date

Signature/Title

CONTRACTOR'S SECTION 3
WORK FORCE NEEDS TABLE
(EMPLOYEES)

CONTRACTOR: _____

OCCUPATION/CATEGORY	APPROX. NUMBER OF SKILLED EMPLOYEES REQUIRED	TOTAL NUMBER OF SKILLED EMPLOYEES PRESENTLY ON PAYROLL	TOTAL NUMBER OF SKILLED EMPLOYEES TO BE HIRED	TOTAL NUMBER OF LOWER INCOME RESIDENTS TO BE HIRED

The following are the occupational category classifications that should be inserted in the Table:

1. Professional
2. Technicians
3. Office/Clerical
4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Employment Certification

- A. The Contractor certifies that the above table represents the approximate number of employee positions that are needed and which are not presently filled by regular and permanent employees, and which new employees will be required in the execution of the _____ contract and also represents the number of lower income County residents that the Contractor proposes to make good faith effort to employ.
- B. The Contractor certifies that it will make a good faith effort to employ the number of lower income employees stated above by contacting such community based organizations and service agencies in addition to advertising through the County's newspapers and erecting signs on the project site contractor's employment posters.
- C. The Contractor, prior to subcontracting any portion of the work covered by this contract, will require a Manpower Utilization Table to be prepared and certification similar to paragraph A, B, and C to be executed.

CONTRACTOR'S SECTION 3
WORK FORCE NEEDS TABLE
(TRAINEES)

OCCUPATION/CATEGORY	APPROX. NUMBER OF SKILLED EMPLOYEES REQUIRED	TOTAL NUMBER OF SKILLED EMPLOYEES PRESENTLY ON PAYROLL	TOTAL NUMBER OF SKILLED EMPLOYEES TO BE HIRED	TOTAL NUMBER OF LOWER INCOME RESIDENTS TO BE HIRED

The following are the occupational category classifications that should be inserted in the Table:

1. Professional
2. Technicians
3. Office/Clerical
4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Employment Certification

- A. The Contractor certifies that the above table represents the approximate number of trainee positions required in the execution of the _____ Contract and also represents the number of lower income County residents that the Contractor proposes to utilize in filling trainee positions.
- B. The Contractor certifies that it will make a good faith effort to fulfill the number of lower income trainees stated above by utilizing such community based organizations.
- C. The Contractor certifies that trainees to be utilized on this project in no event are less than the number of trainees determined by the Secretary of Labor for each building construction occupation.
- D. The Contractor, prior to subcontracting any portion of the work covered by this contract will require a Manpower Utilization Table to be prepared and certifications similar to paragraph A, B, and C to be executed.

Sub-Contractors-please fill out & sign attesting to information below

**SUBCONTRACTOR
 SECTION 3
 UTILIZATION REPORT
 (SHALL BE SUBMITTED TO ATLANTIC COUNTY IMPROVEMENT AUTHORITY PRIOR TO FINAL PAYMENT)
 Section 3 Goal: 10% contracting * 30% aggregate number of hires**

Subcontractor's Name:

Project Name:

Address:

EIN No.

Telephone:

Prime Contractor Name:

Contact Person:

Total of All Lower Tier Subcontract(s) \$

Total Section 3 Lower Tier Subcontract(s) \$

List all Section 3 Contacts

Company Name	Address/Phone	Amount of Contract	Date paid	Type of Work	Total New Hires	# of Section 3 New Hires

SECTION 3 CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder Address Telephone Number	(2) IFB Number Bid Opening Date Contact Person
---	--

(8) NOTE: List those certified minority/woman owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with subcontractors and suppliers should be at least five days prior to the bid opening date.

*(3) COMPANY NAME, & TELEPHONE NUMBER	*(4) EIN OR SSN	(5) SECTION 3 (X)	(6) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(7) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	*(8) TOTAL COMMITMENT DOLLAR AMOUNT

10) NOTE Minimum Levels (NFL): Section 3 - 10%

A presumption of responsibility may be made if the dollar commitment of Section 3's reflect the minimum participation level.

(11) Prepared By _____

Telephone Number/Email Address _____

Use additional sheets if necessary.

EXPLANATION OF COLUMN ITEMS
(Section 3 Contract Solicitation and Commitment Statement)

1. Provide your company name, address, telephone number.
2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
3. Company's name and telephone number with area code are mandatory items.
4. Employer Identification Number (EIN) or Social Security Number (SSN).
5. Indicate whether or not the firm is a Section 3 firm. Place a check mark in the Section 3 column.
6. Indicate type of work to be performed and/or material to be supplied.
7. Enter the total dollar amount of the quote received.
8. Enter the dollar amount of the commitment which you have made to the Section 3 firm. If no amount is provided in this space, it will be presumed that your firm made no commitment.
9. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for subcontractors and suppliers to respond to bids.
10. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this on a separate sheet explaining the failure to achieve the MPL. Failure to provide this explanation will result in rejection of the bid as non-responsive.
11. Indicate the name and title of the person(s) who prepared form, along with an e-mail address.

***KEY NOTE: Mandatory Items: Failure to provide mandatory items will result in rejection of the bid as non-responsive. These items appear in Columns 3, 4 and 8.**

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>
----------------------	-------------	----------------

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 ATLANTIC

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>Occupation</u>	<u>Business Address</u>	<u>Phone</u>
<u>No.</u>			

A. _____

B. _____

C. _____

Bank Reference

<u>Name</u>	<u>Address</u>	<u>Phone</u>
<u>No.</u>		

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 _____

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

2023 COMMUNITY DEVELOPMENT BLOCK GRANT
Underhill Park Improvements
BID# 2024-04

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__.

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 100% of the final contract price for two (2) years. 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# 2023-00 of the Township of Hamilton, Atlantic County, New Jersey, 2021 Community Development Block Grant – Tilton Road Basin Remediation; 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# 2023-00 of the Township of Hamilton, Atlantic County, New Jersey, 2021 Community Development Block Grant – Tilton Road Basin Remediation 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. 201_.

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

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>Not Registered</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__.

Revised 9/06

Prohibited Russia-Belarus Activities & Iran Investment Activities

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract for goods or services, must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity, parent entity, or a subsidiary must certify that they are not on the lists. The lists can be found on the following web addresses:

<http://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/chapter25list.pdf

The above lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate and precise description of the activities of the person, or of a parent entity, subsidiary or affiliate, engaging in prohibited activities in Russia, Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

Part 1: Certification

INSTRUCTIONS: CHECK ONE OF THE THREE BOXES BELOW

CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c.3 or in investment activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I

further certify that I am the person listed above or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.
(IF APPLIES, CHECK THIS BOX, SKIP PART 2 AND PROCEED TO PART 3)

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c.3 or in investment activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I

further certify that I am the person listed above or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.
(IF APPLIES, CHECK THIS BOX, SKIP PART 2 AND PROCEED TO PART 3)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of contract to the person or entity, and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

(IF APPLIES, CHECK THIS BOX AND PROCEED TO PART 2)

Part 2: Additional Information

INSTRUCTIONS: PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the person or entity, or of a parent entity, subsidiary or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and if needed, on additional sheets provided by you.

--

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Vendor Name			
Full Name (Print)		Title	
Signature		Date	

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 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:

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.

New Jersey Business Registration Certification

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

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

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

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Egg Harbor is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township to notify the Township 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 Township permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

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

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____ I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Township of Egg Harbor** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **Township** to notify the **Township** 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 **Township** permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

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

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

Section A



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

Name of Business Entity	Business Address

Add additional sheets if necessary

OR



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

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the _____ does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Egg Harbor is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township to notify the Township 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 Township permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

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:

[Enter project description here]

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 under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements 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: _____

BID DOCUMENT SUBMISSION CHECKLIST

Township of Hamilton
(Name of Local Contracting Unit)

2023 CDBG Underhill Park Improvements
BID# 2024-04

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>	
✓	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 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)	

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)
	A Certified Financial Statement prepared within the last twelve months			Consent of surety as to maintenance bond as required by N.J.S.A. 40A-11-163b	
	Consent of Surety as to a Labor and Material Payment Bond			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)			Certificate of Bidder showing that Bidder owns, leases, or controls any necessary equipment	
	Business Registration Cert. issued by NJ Department of Treasury. Contractors are responsible for notifying subcontractors			Disclosure of investments in Russia-Belarus & Iran pursuant to Public Law 2022.	
	Public Works Contractor Registration			Affirm Action Questionnaire.	
	MBE/WBE Contract Solicitation & Commitment Statement Form			Section 3 Contract Solicitation & Commitment Statement Form	

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

Name of Bidder: _____

By Authorized Representative: _____

Printed Name and Title: _____

PREVAILING WAGE REQUIREMENTS

-Prevailing Wage Compliance

U.S. Department of Labor & Federal Debarment Lists and Wage Decisions

-U.S. Department of Labor Wage & Hour Division

Fact Sheet #66 –The Davis Bacon and Related Acts (DBRA)

-Federal Labor Standards Provisions – Form 4010

-U.S. Department of Labor Wage Hour Division Payroll Form WH-347

w/instructions for completing Form WH-347

-State of New Jersey and Federal (Davis Bacon) Prevailing Wage Rates

<http://www.access.gpo.gov/davisbacon/>. - **INSERT RATES AT TIME OF BID**

PREVAILING WAGE COMPLIANCE

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended, the Davis-Bacon Act, and the Copeland "Anti-Kickback" Act. Additional information on Davis-Bacon and Related Acts is provided herein.

Pursuant to N.J.S.A. 34:11-56.37 and 34.11-56.38 -Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the disbarred list, until expiration date given.

The State of New Jersey disbarred list is available at following web address:

<https://www.sam.gov/portal/SAM/>

The Federal disbarred list is available at following web address:

<https://www.epls.gov/>

Workmen shall be paid not less than such prevailing wage rate. In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such 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.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account for the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be the higher of those determined by the New Jersey Commissioner of Labor and Industry or his duly authorized deputy or representative and the Davis Back Act Wage Rate Determinations for New Jersey as determined by the United States Department of Labor.

Contractor must utilize prevailing wage rates that are current to within ten (10) days of the signing of the construction contract.



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

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

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ATLANTIC

Craft: Boilermaker PREVAILING WAGE RATE

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

Craft: Boilermaker APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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

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

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - 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

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

Craft: Carpenter-Residential Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	12% of	Appren	tice	wage rate	for all	intervals	+ \$5.47			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter-Residential Construction

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

RESIDENTIAL CONSTRUCTION:

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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									
	40%	45%	55%	65%	70%	75%	80%	80%		
6 Months										
Benefits	8.85	8.85	11.25	11.25	12.30	12.30	15.10	15.10		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - 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 - 1:3

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

NOTE: The following shall be required for type of work indicated-

- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an apprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one journeyman on drilled or bored soldier piles.
- There shall be not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be not less than one journeyman per rig on all earth retention tie-back and anchors.

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:

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PREVAILING WAGE RATE DETERMINATION**

County - ATLANTIC

- 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.
- 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

	10/02/23
Asst. General Foreman	W64.43 B55.99 T120.42
Foreman	W60.13 B52.68 T112.81
General Foreman	W69.80 B60.11 T129.91
Journeyman, Cable Splicer	W53.69 B47.73 T101.42
Lead Foreman	W61.74 B53.91 T115.65
Working Foreman, Welder, Crane Operator (all types)	W56.37 B49.79 T106.16

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

	10/02/23
Assistant General Foreman	W64.43 B55.92 T120.35
Foreman	W60.13 B52.58 T112.71
General Foreman	W69.80 B60.08 T129.88
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W26.85 B26.74 T53.59
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W37.58 B35.08 T72.66
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W45.64 B41.34 T86.98
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W21.48 B1.31 T22.79
Journeyman Lineman	W53.69 B47.58 T101.27
Lead Foreman	W61.74 B53.82 T115.56
Working Foreman	W56.37 B49.66 T106.03

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	32.52	35.23	37.94	40.65	43.36	46.07	48.78			
Benefits	28.97	30.65	32.31	33.98	35.69	37.36	39.02			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - ATLANTIC

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/24
Helper over 5 years	W48.28 B43.04 T91.32
Helper under 5 years	W48.28 B42.08 T90.36
Mechanic (Journeyman) over 5 years	W68.97 B44.70 T113.67
Mechanic (Journeyman) under 5 years	W68.97 B43.32 T112.29
Mechanic in Charge (Foreman) over 5 years	W77.59 B45.39 T122.98
Mechanic in Charge (Foreman) under 5 years	W77.59 B43.84 T121.43
Probationary Helper (1st 6 months)	W34.49 B41.25 T75.74

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									
	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

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

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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

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

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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

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

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	22.07	25.75	29.42	33.10						
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

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

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

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

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

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

County - 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 R	CIAL	PAINTER						

Craft: Paperhanger COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - 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

	07/28/23
Foreman	W32.46 B25.93 T58.39
Journeyman	W30.46 B25.93 T56.39

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	25.06	25.13	25.21	25.28	25.36	25.43	25.51	25.58	25.67	25.81

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									
1000 Hours	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%
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		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
57.63	37.65	95.28	98.03	100.53

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

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

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

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

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

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

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

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

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

Effective Dates:

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

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

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

CLASSIFICATIONS:

A-Frame

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

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

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

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

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

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

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

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

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

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

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

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

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

CLASSIFICATIONS:

Helicopter Pilot & Engineer

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

Effective Dates:

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

CLASSIFICATIONS:

Driller

Effective Dates:

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

CLASSIFICATIONS:

Driller's Helper

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
50.30	35.73	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2023

Rate	Fringe	Total
50.00	35.73	85.73

CLASSIFICATIONS:

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

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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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)

TERRITORY
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PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.05	35.73	83.78

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

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

CLASSIFICATIONS:

Driller

Effective Dates:

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

CLASSIFICATIONS:

Driller's Helper

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

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

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

OVERTIME:

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

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

Effective Dates:

10/01/2023

Rate	Fringe	Total
45.26	15.22	60.48

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2023

Rate	Fringe	Total
39.14	14.79	53.93

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2023

Rate	Fringe	Total
36.84	14.63	51.47

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/01/2023

Rate	Fringe	Total
35.83	14.31	50.14

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2023

Rate	Fringe	Total
34.68	14.23	48.91

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2023

Rate	Fringe	Total
28.81	13.82	42.63

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2023

Rate	Fringe	Total
40.33	14.87	55.20

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

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

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

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

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

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

CLASSIFICATIONS:

Head Raker

Effective Dates:

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

CLASSIFICATIONS:

Screedman

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

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

Milling Controller

Effective Dates:

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

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

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

CLASSIFICATIONS:

Raker, Luteman

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

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

SHIFT DIFFERENTIAL:

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

OVERTIME:

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

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

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

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

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

Effective Dates:

12/01/2023

Rate	Fringe	Total
36.28	33.49	69.77

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

12/01/2023

Rate	Fringe	Total
46.25	33.49	79.74

CLASSIFICATIONS:

Driller

Effective Dates:

12/01/2023

Rate	Fringe	Total
52.66	33.49	86.15

CLASSIFICATIONS:

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

CLASSIFICATIONS:

"D" Rate:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

CLASSIFICATIONS:

"C" Rate:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.50	35.73	84.23

CLASSIFICATIONS:

"B" Rate:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
52.05	35.73	87.78

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
52.80	35.73	88.53

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

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

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

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

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

CLASSIFICATIONS:

blaster

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

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

CLASSIFICATIONS:

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

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

PER DIEM PAYMENT:

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

NOTES:

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

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

OVERTIME:

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

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

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

07/01/2023

Rate	Fringe	Total
33.84	24.32	58.16

CLASSIFICATIONS:

Pipeline Helper

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

11/01/2023

Rate	Fringe	Total
64.70	31.84	96.54

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/01/2023

Rate	Fringe	Total
64.70	31.84	96.54

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/01/2023

Rate	Fringe	Total
41.00	23.56	64.56

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.50	35.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

CLASSIFICATIONS:

Asphalt Laborer

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

Electrician-Utility Work (North)

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

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

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

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

SHIFT DIFFERENTIALS:

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

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

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

OVERTIME:

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

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

RECOGNIZED HOLIDAYS:

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

Effective Dates:

	12/03/2023		12/01/2024
Rate	Fringe	Total	Total
62.94	43.42	106.36	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

	12/03/2023		12/01/2024
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

CLASSIFICATIONS:

Journeyman Lineman

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

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
57.00	39.33	96.33	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
49.88	34.41	84.29	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
74.23	51.21	125.44	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
68.29	47.12	115.41	118.85

CLASSIFICATIONS:

Assistant General Foreman

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

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
66.51	45.89	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
48.10	33.18	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

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

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
38.60	26.63	65.23	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
35.63	24.58	60.21	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

CLASSIFICATIONS:

Line Equipment Foreman

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

Electrician-Utility Work (South)

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

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

Atlantic City Electric.

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

SHIFT DIFFERENTIALS:

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

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

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

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

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

OVERTIME:

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

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

RECOGNIZED HOLIDAYS:

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

WORKING RULES:

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

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

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

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

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

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

Effective Dates:

12/03/2023

Rate	Fringe	Total
69.38	57.15	126.53

CLASSIFICATIONS:

General Foreman

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

Effective Dates:

12/03/2023

Rate	Fringe	Total
61.79	52.45	114.24

CLASSIFICATIONS:

Foreman

Effective Dates:

12/03/2023

Rate	Fringe	Total
58.54	50.46	109.00

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/03/2023

Rate	Fringe	Total
54.20	47.78	101.98

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/03/2023

Rate	Fringe	Total
54.20	47.78	101.98

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/03/2023

Rate	Fringe	Total
54.20	47.78	101.98

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/03/2023

Rate	Fringe	Total
54.20	47.78	101.98

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/03/2023

Rate	Fringe	Total
54.20	47.78	101.98

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/03/2023

Rate	Fringe	Total
43.36	41.09	84.45

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/03/2023

Rate	Fringe	Total
37.94	37.71	75.65

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/03/2023

Rate	Fringe	Total
35.23	36.05	71.28

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
32.52	34.37	66.89

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
29.81	32.69	62.50

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/03/2023

Rate	Fringe	Total
23.85	29.03	52.88

CLASSIFICATIONS:

Flagman

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

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$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)

DAVIS BACON WAGE RATE DETERMINATION
(INSERT RATES)

"General Decision Number: NJ20240025 03/08/2024

Superseded General Decision Number: NJ20230025

State: New Jersey

Construction Type: Building

County: Atlantic County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024

ASBE0089-004 07/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR ((includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)).....	\$ 53.40	37.70

PAID HOLIDAYS:

The last day prior to the Christmas and New Year's Day observed holiday: 4 hrs. pay.

BRNJ0002-013 05/01/2021

	Rates	Fringes
Bricklayer.....	\$ 45.20	33.26

Work on high stacks: 22% per hour additional.

BRNJ0007-012 07/04/2022

	Rates	Fringes
Marble setter.....	\$ 62.40	38.82

BRNJ0007-013 06/06/2022

	Rates	Fringes
Terrazzo finisher.....	\$ 42.80	28.57

BRNJ0007-017 06/06/2022

	Rates	Fringes
Tile finisher.....	\$ 42.80	28.57
Tile setter.....	\$ 50.14	34.05

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

CARP0006-009 05/01/2023

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 54.54	59%+\$0.13

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2023

Rates Fringes

CARPENTER

Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...\$ 54.54 59%+\$0.13

CARP0029-006 05/01/2023

Rates Fringes

Soft floor layer.....\$ 54.54 59%+\$0.13

CARP0715-007 05/01/2020

Rates Fringes

Millwright.....\$ 51.58 58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0351-009 05/01/2023

Rates Fringes

ELECTRICIAN (Teledata Technicians)

15 Voice Data Lines or Less.\$ 40.00 30.98%+19.46
16 Voice or Data Lines or more and Fiber Optics.....\$ 40.00 30.98%+19.46

ELEC0351-011 10/02/2023

Rates Fringes

Electricians:

Cable splicer on lead cable.\$ 46.51 72.54% + .65
Electrician and cable splicer.....\$ 53.69 76.87%+5.95

ELEV0005-004 01/01/2023

Rates Fringes

Elevator mechanic.....\$ 66.21 37.335+a+b

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

* ENGI0825-017 07/01/2023

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 59.22	33.50
GROUP 2.....	\$ 57.63	33.50
GROUP 3.....	\$ 55.72	33.50
GROUP 4.....	\$ 54.09	33.50
GROUP 5.....	\$ 50.38	33.50

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Man Lift/Outside Elevator; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:

Oiler

* ENGI0825-018 07/01/2023

	Rates	Fringes
Power equipment operators:		
Steel erection:		
GROUP 1.....	\$ 67.74	33.50
GROUP 2.....	\$ 66.08	33.50

Hazardous waste removal work:
 Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
 New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
 All cranes with boom including jib, 140 ft. and over.

GROUP 2:
 All cranes with boom including jib, less than 140 ft.

IRON0399-011 07/01/2023

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 51.99	37.15
Structural and Ornamental...	\$ 52.99	37.15

LAB00008-001 05/01/2011

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.37	21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in

addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

LAB00077-002 05/01/2022

Rates Fringes

LABORER

MASON TENDER:

Brick/Cement/Concrete.....\$ 36.50 30.22

LAB00077-003 05/01/2022

Rates Fringes

Laborers:

Asphalt Raker, Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Pipelayer, Power Toole Operator and Screedman.....\$ 35.75 30.22

PAIN0021-035 05/01/2023

Rates Fringes

Glazier.....\$ 46.68 33.39

Work at 30 ft. above the working surface, or on a swing stage: \$1.00 per hour additional.

PAIN0711-018 05/01/2023

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 42.88 28.04

PAIN0711-019 05/01/2017

Rates Fringes

PAINTER (Brush & Roller).....\$ 39.25 22.66

PAINTER (Spray).....\$ 40.28 19.98

PLAS0008-007 05/01/2021

Rates Fringes

Plasterer.....\$ 38.37 31.64

PLAS0592-036 05/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 48.96 33.97

PLUM0322-009 05/01/2023

Rates Fringes

PIPEFITTER (Including HVAC Pipe Installation).....	\$ 49.06	51.25
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 49.06	51.25

ROOF0030-027 05/01/2023

	Rates	Fringes
Roofer		
SHINGLES.....	\$ 32.85	21.75
SLATE AND TILE.....	\$ 35.85	21.75
ALL OTHER WORK.....	\$ 42.63	34.12

Mopper, and operator of felt-laying machine: \$.50 per hour additional.

Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag dispensing machine is used: \$.50 per hour additional.

PAID HOLIDAY:

The last working day before Christmas, to be paid at the rate of four hours pay.

* SFNJ0669-006 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 52.19	35.92

* SHEE0027-009 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 56.18	46.66

TEAM0331-002 05/01/2023

	Rates	Fringes
Truck drivers:		
Dump Truck Drivers.....	\$ 43.73	22.305
Off the Road Truck.....	\$ 45.08	22.305

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

BEREAVEMENT LEAVE:

Any worker having a death in his or her immediate family (parent, spouse, child, brother or sister, mother-in-law or father-in-law) shall be given three days time off with pay at the time of death upon furnishing proof of said death. This provision shall also apply to grandparents, when living with the worker.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: NJ20240046 03/08/2024

Superseded General Decision Number: NJ20230046

State: New Jersey

Construction Type: Heavy

County: Atlantic County in New Jersey.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024
2	03/08/2024

CARP0006-013 05/01/2023

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 54.54	59%+\$0.13

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0454-009 05/01/2023

	Rates	Fringes
PILEDRIVERMAN.....	\$ 46.73	41.69

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided that the worker works any of the three days in the five-day work week preceding the holiday and the first work day after the holiday.

CARP0715-007 05/01/2020

	Rates	Fringes
Millwright.....	\$ 51.58	58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0351-011 10/02/2023

	Rates	Fringes
Electricians:		
Cable splicer on lead cable.....	\$ 46.51	72.54% + .65
Electrician and cable splicer.....	\$ 53.69	76.87%+5.95

* ENGI0825-019 07/01/2023

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 59.22	33.50
GROUP 2.....	\$ 57.63	33.50
GROUP 3.....	\$ 55.72	33.50
GROUP 4.....	\$ 54.09	33.50
GROUP 5.....	\$ 50.38	33.50

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per

hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable)

GROUP 2:

Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Crusher; Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Broom; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Roller, Grade; Pump

GROUP 5:

Oiler

IRON0399-011 07/01/2023

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 51.99	37.15
Structural and Ornamental...	\$ 52.99	37.15

LAB00077-008 07/01/2012

	Rates	Fringes
LABORER		
MASON TENDER:		
Cement/Concrete.....	\$ 29.35	23.07

LAB00172-007 03/01/2021

	Rates	Fringes
Laborers:		

Landscape Laborer, Power		
Tool Operator.....	\$ 43.50	32.35
Pipelayer.....	\$ 44.20	32.35

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

* PAIN0711-023 05/01/2023

	Rates	Fringes
Painters:		
Work on bridges (Major Bridges Designed for Commercial Navigation).....	\$ 58.28	33.85

PAIN0711-024 05/01/2017

	Rates	Fringes
Painters:		
New Construction		
Brush and roller.....	\$ 40.19	22.72
Repaint work, on projects on which no major alterations occur.		
Brush and roller.....	\$ 29.05	18.91

PLAS0592-036 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 48.96	33.97

PLUM0322-010 05/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 49.06	51.25

TEAM0331-003 05/01/2023

	Rates	Fringes
Truck drivers:		
Dump Truck, Pickup Truck....	\$ 44.73	22.305
Off the Road Truck,		
Flatbed Truck.....	\$ 45.08	22.305

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

BEREAVEMENT LEAVE:

Any worker having a death in his or her immediate family (parent, spouse, child, brother or sister, mother-in-law or father-in-law) shall be given three days time off with pay at the time of death upon furnishing proof of said death. This provision shall also apply to grandparents, when living with the worker.

SUNJ2004-022 01/02/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 25.30	11.92
OPERATOR: Backhoe Loader Combo.....	\$ 31.28	20.79

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: NJ20240001 03/08/2024

Superseded General Decision Number: NJ20230001

State: New Jersey

Construction Type: Highway

Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and Salem Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/05/2024
1	01/26/2024
2	03/08/2024

BRNJ0002-002 05/01/2021

	Rates	Fringes
Bricklayer.....	\$ 45.20	33.26

Work 100 degrees F. and over:
to be paid at the rate of double time.

Work on high stacks:
22% per hour additional.

BRNJ0002-003 05/01/2021

DOES NOT INCLUDE BUILDING CONSTRUCTION IN MERCER COUNTY - SEE
SUNJ1993-001

	Rates	Fringes
Cement mason.....	\$ 45.20	33.26

Cement mason:
Epoxy, acid and latex work: \$.50 per hour additional.

CARP0006-005 05/01/2023

	Rates	Fringes
Carpenter.....	\$ 54.54	59%+\$0.13

CARP0454-002 05/01/2023

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,
OCEAN AND SALEM COUNTIES:

	Rates	Fringes
Piledriver.....	\$ 46.73	41.69

PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day and Christmas
Day; provided that the worker works any of the three days
in the five-day work week preceding the holiday and the
first work day after the holiday.

CARP1556-002 05/01/2022

MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 50.25	50.21

Work on land pile driving, while handling and working with
creosote and creosote-impregnated products: \$.25 per hour

additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

ELEC0269-003 10/01/2017

BURLINGTON COUNTY (north of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, includes Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, includes New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); MERCER COUNTY:

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%
All other work:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%

ELEC0269-004 01/02/2023

BURLINGTON COUNTY (north of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, includes Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, includes New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); MERCER COUNTY:

	Rates	Fringes
ELECTRICIAN		
Cable Splicer.....	\$ 52.71	62.48%
Electrician.....	\$ 54.27	65.20%

ELEC0351-001 10/02/2023

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington -

Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Electricians:		
Cable splicer on lead cable.	\$ 46.51	72.54% + .65
Electrician and cable splicer.....	\$ 53.69	76.87%+5.95

 * ELEC0351-002 12/03/2023

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Line construction:		
Groundmen.....	\$ 29.81	58.54%+14.27
Heavy equipment operator....	\$ 43.36	58.54%+14.27
Lineman.....	\$ 54.20	58.54%+14.27

 * ELEC0400-001 05/29/2023

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Electrician & Cable Splicer.....	\$ 55.17	41.66

 ELEC0400-002 05/30/2022

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Electrical installation equipment operators: Hole-digging equipment; truck with winch or pole, and steel hand; truck without winch; ground person.....		
	\$ 30.30	20.60
Equipment service person...	\$ 53.12	38.81
Line technician, cable splicer, x-ray technician, and equipment repair person.....	\$ 53.35	38.81
Line technician/welder.....	\$ 53.35	38.81

All other work:

Ground person.....	\$ 37.35	27.17
Line technician, cable splicer, and equipment operator.....	\$ 53.35	38.81

Work with hazardous materials: 10% per hour additional.

* ENGI0825-002 07/01/2023

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 59.22	33.50
GROUP 2.....	\$ 57.63	33.50
GROUP 3.....	\$ 55.72	33.50
GROUP 4.....	\$ 54.09	33.50
GROUP 5.....	\$ 50.38	33.50
GROUP 6.....	\$ 61.04	33.50

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:

""A"" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and

over; drill doctor, including dust collecting and maintenance work; front end loader (2 cu. yd. but less than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is "outside material tower hoist", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tugger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for

decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:

Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:

Oiler; tire repair and maintenance

GROUP 6:

Helicopter pilot; helicopter engineer

* ENGI0825-004 07/01/2023

	Rates	Fringes
Power equipment operators:		
Steel erection:		
GROUP 1.....	\$ 67.74	33.50
GROUP 2.....	\$ 66.08	33.50
GROUP 3.....	\$ 63.24	33.50
GROUP 4.....	\$ 58.79	33.50
GROUP 5.....	\$ 56.13	33.50
GROUP 6.....	\$ 54.60	33.50
GROUP 7.....	\$ 50.84	33.50

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day

after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:

Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:

Helicopter pilot

GROUP 4:

""A"" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom; straddle carrier

GROUP 5:

Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugger hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:

Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:

Oiler; deckhand

IRON0011-001 07/01/2023

MONMOUTH COUNTY; OCEAN COUNTY (north third of county):

Rates Fringes

Ironworkers:		
Reinforcing.....	\$ 46.89	48.17
Structural.....	\$ 49.19	48.17

 IRON0399-001 07/01/2023

	Rates	Fringes
Ironworker.....	\$ 52.99	37.15

 IRON0399-008 07/01/2023

ATLANTIC COUNTY; BURLINGTON COUNTY (south and east of a line starting from the point on the Atlantic-Burlington county line where the Atlantic-Burlington county line crosses Route 206; then, following a line northeast through Wharton State Park to the town of Chatsworth; then, continuing along the same line, to the Burlington-Ocean county line); CAPE MAY COUNTY; CUMBERLAND COUNTY (east of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet); OCEAN COUNTY (south third of county):

	Rates	Fringes
Ironworkers:		
HIGHWAY CONSTRUCTION:		
Fence and guardrail.....	\$ 50.52	36.40
Precast and structural.....	\$ 52.99	37.15
Reinforced concrete.....	\$ 51.99	37.15

 LAB00172-001 03/01/2021

HIGHWAY CONSTRUCTION:

	Rates	Fringes
Laborers:		
Group 1.....	\$ 43.50	32.35
Group 2.....	\$ 44.20	32.35
Group 3.....	\$ 44.45	32.35
Group 4.....	\$ 48.00	32.35

Hazardous waste removal work:
 Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:
 New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Monmouth County); slurry seal laborer (only in Monmouth County); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Monmouth County); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Monmouth County)

GROUP 4:

Blaster

LAB00172-003 03/01/2021

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES:

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION:		
ASPHALT WORK:		
GROUP 1.....	\$ 43.50	32.35
GROUP 2.....	\$ 44.20	32.35
GROUP 3.....	\$ 44.45	32.35
GROUP 4.....	\$ 48.00	32.35

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days, consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer

(only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties)

GROUP 4:

Blaster

* PAIN0711-009 05/01/2023

Rates Fringes

Painters:

Work on bridges (all bridges that span major waterways, railroad bridges, bridges over canyons, overpasses).....\$ 58.28 33.85

PAIN0711-014 05/01/2015

Rates Fringes

Painters:

All other work:
Brush and roller.....\$ 37.76 21.50
Spray.....\$ 38.91 17.19

PLAS0592-028 05/01/2023

ATLANTIC, CAPE MAY, CUMBERLAND AND OCEAN COUNTIES:

Rates Fringes

Cement mason.....\$ 48.96 33.97

PLAS0592-029 05/01/2023

BURLINGTON, MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 48.96	33.97

PLAS0592-031 05/01/2023

CAMDEN, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 45.32	37.61

TEAM0331-001 05/01/2023

ATLANTIC COUNTY:

	Rates	Fringes
Truck drivers:		
GROUP 2.....	\$ 43.73	22.305
GROUP 3.....	\$ 44.73	22.305
GROUP 4.....	\$ 45.08	22.305
GROUP 5.....	\$ 45.08	22.305

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

BEREAVEMENT LEAVE:

Any worker having a death in his or her immediate family (parent, spouse, child, brother or sister, mother-in-law or father-in-law) shall be given three days time off with pay at the time of death upon furnishing proof of said death. This provision shall also apply to grandparents, when living with the worker.

DEFINITION OF GROUPS:

GROUP 2:

Truck driver, dump truck driver, water truck driver, transit mix driver, pick-up truck driver, tank truck driver, track truck driver, agitator truck driver, concrete mobile unit driver, stringer bead truck driver, Ross carrier driver, warehouse forklift driver, A-frame truck driver, gin pole truck driver, form truck driver, driver

for truck having self-loading/unloading attachment, vacuum truck/trailer driver

GROUP 3:

Tow truck driver

GROUP 4:

Trailer truck driver, winch truck driver, off-road dump truck driver, fuel truck driver, tractor trailer driver, asphalt oil distributor driver, off-road water truck driver

GROUP 5:

Mechanic

TEAM0469-002 05/01/2023

BURLINGTON COUNTY (east of a line drawn from the New Jersey Turnpike to the Delaware River); MERCER, MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 46.06	38.875
Group 2.....	\$ 46.11	38.875
Group 3.....	\$ 46.21	38.875
Group 4.....	\$ 46.31	38.875

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:

Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

DEFINITION OF GROUPS:

GROUP 1:

Drivers of the following type vehicles: dump, flat, float,

pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half truck, winch truck, side-0-matic, dynamite, power, x-ray, welding, skid, jeep, station wagon, A-frame, all dual-purpose trucks, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel truck (driver of fuel truck, including handling of unit), skid truck (debris container - entire unit), concrete mobile truck (entire unit), expediter (parts chaser), beltcrete truck, pumpcrete truck, line truck, reel truck, wrecker, utility truck, tank truck; driver of the following type vehicles: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pick-up, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, or similar type vehicles); on-site repair shop; team driver; vacuum or vac-all truck (entire unit)

GROUP 2:
Driver of 3-axle trucks and floats

GROUP 3:
Driver of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring tractor and wagon, dumptor, bottom, rear and side dump, carryall and scraper (not self-loading - loading over the top), water sprinkler, trailer, water pull and similar type of vehicle; driver of tractor and trailer-type vehicles; flat, float, I-beam, low bed, water sprinkler, bituminous transit mix, road oil, fuel bottom dump hopper, rear dump, office shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing pole spread, bituminous distributor, water pull (entire unit) (tractor trailer), reel trailer and similar type of vehicle

GROUP 4:
Winch trailer driver

TEAM0676-001 05/01/2023

BURLINGTON COUNTY (west of a line drawn from the New Jersey Turnpike to the Delaware River); CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Truck drivers:		
GROUP 2.....	\$ 41.20	27.35
GROUP 3.....	\$ 41.35	27.35
GROUP 4.....	\$ 41.55	27.35
GROUP 5.....	\$ 41.70	27.35

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous materials, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where personal protection A, B, C or D is NOT required: \$1.00 per hour additional.

SHIFT WORK:

An owner mandated irregular shift starting any time other than between 6:00 am and 8:00 am to receive \$1.00 per hour, for each hour worked, in addition to the regular rate of pay.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day (or the day after Thanksgiving, at the option of the contractor), Thanksgiving Day, the afternoon of the day before Christmas (Dec. 24) provided that the worker works in the morning, and Christmas Day, provided that the worker works or is available for work on at least two days in the week in which the holiday occurs.

BEREAVEMENT PAY:

In case of a death in the worker's immediate family (mother, father, wife, husband, children, brother, sister, current mother-in-law, current father-in-law, grandparents), the worker shall be allowed leave not to exceed three (3) days straight-time pay, provided that he or she shall receive no pay unless the day of death and the burial day falls on a regular work day, and not on days off, holidays, vacation, Saturdays or Sundays.

DEFINITION OF GROUPS:

GROUP 2:

Dump truck driver; water truck driver; transit mix driver; pick-up truck driver; tank truck driver; track truck driver; agitator truck driver; concrete mobile unit driver; stringer bead truck driver; tack rig driver; Ross Carrier driver; warehouse forklift driver; A-frame truck driver; gin pole truck driver; form truck driver; driver for truck having self-loading/unloading attachment; vacuum truck

GROUP 3:

Tow truck driver

GROUP 4:

Trailer truck driver; winch truck driver; off-road dump truck driver; fuel truck driver; tractor trailer driver (any trailer driver); asphalt oil distributor driver; off-road water truck driver; vacuum tractor trailer

GROUP 5:

Mechanic

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: NJ20240005 01/05/2024

Superseded General Decision Number: NJ20230005

State: New Jersey

Construction Type: Residential

County: Atlantic County in New Jersey.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

BRNJ0002-004 11/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 46.90	34.31

BRNJ0005-001 05/01/2021

	Rates	Fringes
CEMENT MASON.....	\$ 45.20	33.26

CARP0006-001 05/01/2023

	Rates	Fringes
CARPENTER, Includes Drywall Hanging.....	\$ 35.45	59%+\$0.13

ELEC0351-006 01/01/2023

	Rates	Fringes
Electricians:.....	\$ 51.75	77.71%+5.95

ENGI0825-006 01/01/2018

	Rates	Fringes
Power equipment operators: (1) Backhoe including Backhoe Track; Crane; Front End Loader 5 cu yd and over.....	\$ 47.07	30.30
(2) Backhoe Loader Combo; Front End Loader 2 yd < 5 cu yd; Hydraulic Crane < 10 cu yd;.....	\$ 45.48	30.30
(3) Bulldozer; Roller blacktop; Front End Loader 1 < 2 cu yd;.....	\$ 43.57	30.30
(4) Roller including Subgrade Roller; Front End Loader < 1 cu yd.....	\$ 41.91	30.30

PAID HOLIDAYS:
 New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

IRON0399-009 07/01/2023

	Rates	Fringes
Ironworkers: Reinforcing.....	\$ 41.59	37.15
Structural.....	\$ 42.39	37.15

LAB00077-001 07/01/2012

	Rates	Fringes
LABORER		
MASON TENDER:		
Cement/Concrete.....	\$ 29.35	23.07

 PAIN0711-001 05/01/2022

	Rates	Fringes
Painter (Brush & Roller).....	\$ 23.25	14.50

 PLUM0322-002 06/01/2018

	Rates	Fringes
PLUMBER.....	\$ 25.85	10.46

 ROOF0030-019 05/01/2023

	Rates	Fringes
ROOFER (All Types).....	\$ 32.85	21.75

 SUNJ2004-043 01/02/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 17.10 **	6.90
OPERATOR: Concrete Pump, Truck Mounted.....	\$ 13.50 **	2.34

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ACIA CLOSEOUT CHECKLIST

Municipality: _____

Job: _____

- **Request for Bidders Proof of Publication**
- **Final Bid Documents**
- **Bidders List / Tabulation Sheet**
- **Copy of the Contractor's Bid** Must include ACIA forms:
 Affirmative Action___ M/WBE Commitment___ Section 3 Commitment (if +\$200K) ___
- **Engineer's Proposal Review & Recommendation of Award**
- **Municipal Award Letter & Resolution**
- **Fully Executed Contract**
- **Pre- Construction Meeting Minutes**
- **Contractor Forms**
 1. Subcontractor List
 2. Disclosure Statement
 3. Davis Bacon Payment Certification
 4. Fringe Benefit Form
 5. Job Classification Form
 6. HUD Forms included in bid (See Reverse)
- **Subcontractor Forms** (if any)
 1. Disclosure Statement
 2. Davis Bacon Payment Certification
 3. Fringe Benefit Form
 4. Job Classification Form
 5. HUD Forms included in bid (See Reverse)
- **Certified Payrolls from Contractors and Subs** (No Gaps – submit even if no work done in week)
- **Change Orders** (if any)
- **Municipal Action on Change order** (if any)
- **Engineer's Cert of Completion**
- **Final Bill to Municipality**
- **Copies of Cancelled Checks to Contractor**

If you have any questions, feel free to call me at 609-343-2390 or email at

bob_mcguigan@aclink.org

HUD Forms (included in every bid packet) **Must be signed even if marked N/A.**

MBE/WBE and Section 3 Forms

The following documents must be completed and submitted to the Atlantic County Improvement Authority **after award and prior to construction (at the Pre-Construction Meeting):**

M/WBE

- Contractor Minority and Women's Business Enterprise Bidder Certification **(Form 1)**
- Contractor Minority and Women's Business Action Plan for Business Utilization **(Form 2)**
- Contractor/Sub. Minority & Women's Business Enterprise Business Cert.(if applicable) **(Form 3)**

SECTION 3 (Section 3 only applies to Contracts \$200,000.00 or more).

- Contractor Section 3 Clause **(Form 4)**
- Contractor Section 3 Certification of Compliance* **(Form 5)**
- Subcontractor Section 3 Certification of Compliance* **(Form 6)**
- Contractor Section 3 Action Plan for Business Utilization* **(Form 7)**
- Contractor/Subcontractor Section 3 Business Certification* (if applicable) **(Form 8)**
- Contractor Section 3 Work Force Needs Table (Employees) * **(Form 9)**
- Contractor Section 3 Work Force Needs Table (Trainees) * **(Form 10)**
- Contractor Section 3 Implementation Action Plan* **(Form 11)**

The contractor's need to document a good faith effort and they have to follow through with their commitments.

All documents listed below must be completed and submitted to the Atlantic County Improvement Authority **prior to final payment:**

- Contractor Minority and Women's Utilization Report **(Form 12)**
- Contractor Section 3 Utilization Report **(Form 13)**
- Subcontractor Section 3 Utilization Report (if applicable) **(Form 14)**

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.” The “related Acts” include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of “related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line ([WDOL](#)) website for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Instructions for Completing Payroll Form, WH-347

OMB Control No. 1215-0149, Expires 12/31/2011.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a) (3) (ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each

classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

COMMUNITY DEVELOPMENT REPORTER®

BASIC FEDERAL DOCUMENTS

Title 29 - Department of Labor

**Part 3 - Contractors and Subcontractors
on Public Building or Public Work
Financed in Whole or in Part by
Loans or Grants from the United States
(2.22001 - 2.22004)**

**Part 5 - Labor Standards Provisions
Applicable to Contracts Covering
Federally Financed and Assisted
Construction (Also Labor Standards Provisions
Applicable to Nonconstruction Contracts
Subject to the Contract Work Hours and
Safety Standards Act)
(2.22005 - 2.22028)**

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

- § 3.1 Purpose and scope.
- § 3.2 Definitions.
- § 3.3 Weekly statement with respect to payment of wages.
- § 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
- § 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- § 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- § 3.7 Applications for the approval of the Secretary of Labor.
- § 3.8 Action by the Secretary of Labor upon applications.
- § 3.9 Prohibited payroll deductions.
- § 3.10 Methods of payment of wages.
- § 3.11 Regulations part of contract.

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with

federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, 2.22001 and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or

equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

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

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

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution,

completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

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

§ 3.3 Weekly statement with respect to payment of wages.

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

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages

paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

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

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

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

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check

as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

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

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

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages

when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

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

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

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

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or

subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

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

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

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

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

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

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

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as

his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

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

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

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

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

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

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

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

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

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

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

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

(d) The application shall include a description of the proposed deduction, the purpose to

be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

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

§ 3.8 Action by the Secretary of Labor upon applications.

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

§ 3.9 Prohibited payroll deductions.

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

§ 3.10 Methods of payment of wages.

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

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in

this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

PART 5-LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Subpart A-Davis-Bacon and Related Acts Provisions and Procedures

- § 5.1 Purpose and scope.
- § 5.2 Definitions.
- §§ 5.3-5.4 [Reserved]
- § 5.5 Contract provisions and related matters.
- § 5.6 Enforcement.
- § 5.7 Reports to the Secretary of Labor.
- § 5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.
- § 5.9 Suspension of funds.
- § 5.10 Restitution, criminal action.
- § 5.11 Disputes concerning payment of wages.
- § 5.12 Debarment proceedings.
- § 5.13 Rulings and interpretations.
- § 5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.
- § 5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.
- § 5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.
- § 5.17 Withdrawal of approval of a training program.

Subpart B-Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

- § 5.20 Scope and significance of this subpart.
- § 5.21 [Reserved]

- § 5.22 Effect of the Davis-Bacon fringe benefits provisions.
- § 5.23 The statutory provisions.
- § 5.24 The basic hourly rate of pay.
- § 5.25 Rate of contribution or cost for fringe benefits.
- § 5.26 " * * * contribution irrevocably made * * * to a trustee or to a third person".
- § 5.27 " * * * fund, plan, or program".
- § 5.28 Unfunded plans.
- § 5.29 Specific fringe benefits.
- § 5.30 Types of wage determinations.
- § 5.31 Meeting wage determination obligations.
- § 5.32 Overtime payments.

Subpart A-Davis-Bacon and Related Acts Provisions and Procedures

- § 5.1 Purpose and scope.
 - (a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 and the Copeland Act in order to coordinate the administration and enforcement of the labor standards provisions of each of the following acts by the Federal agencies responsible for their administration and of such additional statutes as may from time to time confer upon the Secretary of Labor additional duties and responsibilities similar to those conferred upon the Secretary of Labor under Reorganization Plan No. 14 of 1950:
 1. The Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
 2. Copeland Act (40 U.S.C. 276c).
 3. The Contract Work Hours and Safety Standards Act (40 U.S.C.

- 327-332).
- 4. National Housing Act (sec. 212 added to c. 847, 48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C. 1715c and repeatedly amended).
- 5. Housing Act of 1950 (college housing) (amended by Housing Act of 1959 to add labor provisions, 73 Stat. 681; 12 U.S.C. 1749a(f)).
- 6. Housing Act of 1959 (sec. 401(f) of the Housing Act of 1950 as amended by Pub. L. 86-372, 73 Stat. 681; 12 U.S.C. 1701q(c)(3)).
- 7. Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199; 16 U.S.C. 779e(b)).
- 8. Library Services and Construction Act (sec. 7(a), 78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
- 9. National Technical Institute for the Deaf Act (sec. 5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).
- 10. National Foundation on the Arts and Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as amended; 20 U.S.C. 954(j)).
- 11. Elementary and Secondary Education Act of 1965 as amended by Elementary and Secondary and other Education Amendments of 1969 (sec. 423 as added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84 Stat. 169, and renumbered sec. 433, by Pub. L. 92-318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C. 1232(b)). Under the amendment coverage is extended to all programs administered by the Commissioner of Education.
- 12. The Federal-Aid Highway Acts (72 Stat. 895, as amended by 82 Stat. 821; 23 U.S.C. 113, as amended by the Surface Transportation Assistance Act of

1982, Pub. L. 97-424).

13. Indian Self-Determination and Education Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C. 450e).

14. Indian Health Care Improvement Act (sec. 303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).

15. Rehabilitation Act of 1973 (sec. 306(b)(5) 87 Stat. 384, 29 U.S.C. 776(b)(5)).

16. Comprehensive Employment and Training Act of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706 by 88 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88 Stat. 1846; 29 U.S.C. 964(b)(3)).

17. State and Local Fiscal Assistance Act of 1972 (sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).

18. Federal Water Pollution Control Act (sec. 513 of sec. 2, 86 Stat. 894; 33 U.S.C. 1372).

19. Veterans Nursing Home Care Act of 1964 (78 Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).

20. Postal Reorganization Act (sec. 410(b)(4)(C); 84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).

21. National Visitors Center Facilities Act of 1966 (sec. 110, 32 Stat. 45; 40 U.S.C. 808).

22. Appalachian Regional Development Act of 1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).

23. Health Services Research, Health Statistics, and Medical Librarians Act of 1974 (sec. 107, see sec. 308(h)(2) thereof, 88 Stat. 370, as amended by 90 Stat. 378; 42 U.S.C. 242m(h)(2)).

24. Hospital Survey and Construction Act, as amended by the Hospital and Medical Facilities Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42 U.S.C. 291c(a)(5)).

25. Health Professions Educational Assistance Act (sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C); also sec. 308a, 90 Stat. 2258, 42 U.S.C. 293a(c)(7)).

26. Nurse Training Act of 1964 (sec. 941(a)(1)(C), 89 Stat. 384; 42 U.S.C. 296a(b)(5)).

27. Heart Disease, Cancer, and Stroke Amendments of 1965 (sec. 904, as added by sec. 2, 79 Stat. 928; 42 U.S.C. 299d(b)(4)).

28. Safe Drinking Water Act (sec. 2(a) see sec. 1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).

29. National Health Planning and Resources Act (sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42 U.S.C. 300o-3(b)(1)(H)).

30. U.S. Housing Act of 1937, as amended and recodified (88 Stat. 667; 42 U.S.C. 1437j).

31. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).

32. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).

33. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).

34. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as

amended; 42 U.S.C. 1500c-3).

35. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).

36. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).

37. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).

38. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).

39. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).

40. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).

41. Public Works and Economic Development Act of 1965 (sec. 712; 79 Stat. 575 as amended; 42 U.S.C. 3222).

42. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).

43. New Communities Act of 1968 (sec. 410, 82 Stat. 516; 42 U.S.C. 3909).

44. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).

45. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).

46. Housing and Community Development Act of 1974 (secs. 110, 802(g), 88 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).

47. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).

48. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).

49. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).

50. Energy Conservation and Production Act (sec. 451(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).

51. Solid Waste Disposal Act (sec. 2, 90 Stat. 2823; 42 U.S.C. 6979).

52. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).

53. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).

54. Highway Speed Ground Transportation Study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).

55. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).

56. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281i).

57. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 644; 40 U.S.C. 682(b)(4). Note.-Repealed December 9, 1969, and labor standards incorporated in

sec. 1-1431 of the District of Columbia Code).

58. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).

59. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of the plan but not in the United States Code).

60. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

(b) Part 1 of this subtitle contains the Department's procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its related statutes as listed in that part.

§ 5.2 Definitions.

(a) The term Secretary includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(b) The term Administrator means the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

(c) The term Federal agency means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in §5.1.

(d) The term Agency Head means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.

(e) The term Contracting Officer means the individual, a duly

appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.

(f) The term labor standards as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in §5.1, and the regulations in parts 1 and 3 of this subtitle and this part.

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

(h) The term contract means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in §5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal-aid must pay these employees according to Davis-Bacon labor

standards.

(i) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms construction, prosecution, completion, or repair mean the following:

(1) All types of work done on a particular building or work at the site thereof, including work at a facility which is dedicated to and deemed a part of the site of the work within the meaning of section 5.2(l) of this part by laborers and mechanics employed by a construction contractor or construction subcontractor (or,

under the United States Housing Act of 1937 and the Housing Act of 1949, all work done in the construction or development of the project), including without limitation-

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937 and the Housing Act of 1949, in the construction or development of the project); and

(iv) Transportation between the actual construction location and a facility which is dedicated to such construction and deemed a part of the site of the work within the meaning of §5.2(l) of this part.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937 and the Housing Act of 1949, and except as provided in paragraph (j)(1)(iv) of this section, the transportation of materials or supplies to or from the building or work by employees of the construction contractor or a construction subcontractor is not "construction" (etc.) (see *Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board* (Midway Excavators, Inc.), 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term public building or public work includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

(l) The term site of the work is defined as follows:

(1) The site of the work is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and, as discussed in paragraph (l)(2) of this section, other adjacent or nearby property used by the contractor or subcontractor in such construction which can reasonably be said to be included in the site.

(2) Except as provided in paragraph (l)(3) of this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., are part of the site of the work provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

(3) Not included in the site of the work are permanent home offices, branch plant establishments, fabrication plants, and tool yards of a contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site, are not included in the site of the work. Such permanent, previously established facilities are not a part of the site of the work, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term laborer or mechanic includes at least those

workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of part 541, are laborers and mechanics for the time so spent.

(n) The terms apprentice, trainee, and helper are defined as follows:

(1) Apprentice means

(i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or

(ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) Trainee means a person registered and receiving on-the-job

training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

(3) These provisions do not apply to apprentices and trainees employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(4) A distinct classification of "helper" will be issued in wage determinations applicable to work performed on construction projects covered by the labor standards provisions of the Davis-Bacon and Related Acts only where:

(i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;

(ii) The use of such helpers is an established prevailing practice in the area; and

(iii) The helper is not employed as a trainee in an informal training program. A "helper" classification will be added to wage determinations pursuant to §5.5(a)(1)(ii)(A) only where, in addition the work to be performed by the helper is not performed by a classification in the wage determination.

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is employed regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term wages means the

basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term wage determination includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of §1.6 of this title.

§§ 5.3-5.4 [Reserved]

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual

construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such

laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in

the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the

30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to

pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described

in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed

by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or

transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees-(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at

less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under

the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon

and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and

mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct

classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B).....	1215-0140
(a)(1)(ii)(C).....	1215-0140
(a)(1)(iv).....	1215-0140
(a)(3)(i).....	1215-0140, 1215-0017
(a)(3)(ii)(A).....	1215-0149
(c).....	1215-0140, 1215-0017

§ 5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by §5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in §5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of §5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by §5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of §5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and

Statements of Compliance submitted pursuant to §5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by §5.5 and the applicable statutes listed in §5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see 29 CFR part 70) and the "Privacy Act of

1974" (5 U.S.C. 552a).

(b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in §5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in §5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the Department of Labor. Where the under payments disclosed by such an investigation total \$1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.

§ 5.7 Reports to the Secretary of Labor.

(a) Enforcement reports.

(1) Where under payments by a

contractor or subcontractor total less than \$1,000, and where there is no reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act that the contractor has disregarded its obligations to employees and subcontractors), and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations to the Administrator, unless the investigation was made at the request of the Department of Labor. In the latter case, the Federal agency shall submit a factual summary report detailing any violations including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed under the Contract Work Hours and Safety Standards Act, corrective measures taken (such as "letters of notice"), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under §5.8.

(2) Where under payments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.

(b) Semi-annual enforcement reports. To assist the Secretary in fulfilling the responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Administrator by April 30 and October 31 of each calendar year semi-annual reports on

compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30, respectively. Such reports shall be prepared in the manner prescribed in memoranda issued to Federal agencies by the Administrator. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number 1482-DOL-SA.

(c) Additional information. Upon request, the Agency Head shall transmit to the Administrator such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Administrator may find necessary for the performance of his or her duties with respect to the labor standards provisions referred to in this part.

(d) Contract termination. Where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in §5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.

§ 5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.

(a) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics

shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer

or mechanic employed in violation of the Act in the amount of \$10 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

(b) Findings and recommendations of the Agency Head. The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in

liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage under payments for which the liquidated damages are determined.

(c) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Wage Appeals Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless a petition for review is filed pursuant to part 8 of this title, and the Board of Service Contract Appeals in its discretion reviews such decision and order.

(d) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such

liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

§ 5.9 Suspension of funds.

In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1, the Federal agency, upon its own action or upon written request of an authorized representative of the Department of Labor, shall take such action as may be necessary to cause the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.

§ 5.10 Restitution, criminal action.

(a) In cases other than those forwarded to the Attorney General of the United States under paragraph (b), of this section, where violations of the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1 result in underpayment of wages to employees, the Federal agency or an authorized representative of the Department of Labor shall request that restitution be made to such employees or on their behalf to plans, funds, or programs for any type of bona fide fringe benefits within the meaning of section

1(b)(2) of the Davis-Bacon Act.

(b) In cases where the Agency Head or the Administrator finds substantial evidence that such violations are willful and in violation of a criminal statute, the matter shall be forwarded to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Administrator shall be informed simultaneously of the action taken.

§ 5.11 Disputes concerning payment of wages.

(a) This section sets forth the procedure for resolution of disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or proper classification. The procedures in this section may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to §5.5(a)(9), or upon request of the contractor or subcontractor(s).

(b)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that relevant facts are at issue, the Administrator will notify the affected contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings. If the Administrator determines that there is reasonable cause to believe that the contractor and/or subcontractor(s) should also be subject to debarment under the Davis-Bacon Act or §5.12(a)(1), the letter will so indicate.

(2) A contractor and/or subcontractor desiring a hearing concerning the Administrator's investigative findings shall request such a hearing by letter postmarked within 30 days of the date of the Administrator's letter. The request shall set forth those findings which are in dispute and the reasons

therefor, including any affirmative defenses, with respect to the violations and/or debarment, as appropriate.

(3) Upon receipt of a timely request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to resolve the disputed matters. The hearing shall be conducted in accordance with the procedures set forth in 29 CFR part 6.

(c)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that there are no relevant facts at issue, and where there is not at that time reasonable cause to institute debarment proceedings under §5.12, the Administrator shall notify the contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings, and shall issue a ruling on any issues of law known to be in dispute.

(2)(i) If the contractor and/or subcontractor(s) disagree with the factual findings of the Administrator or believe that there are relevant facts in dispute, the contractor or subcontractor(s) shall so advise the Administrator by letter postmarked within 30 days of the date of the Administrator's letter. In the response, the contractor and/or subcontractor(s) shall explain in detail the facts alleged to be in dispute and attach any supporting documentation.

(ii) Upon receipt of a response under paragraph (c)(2)(i) of this section alleging the existence of a factual dispute, the Administrator shall examine the information submitted. If the

Administrator determines that there is a relevant issue of fact, the Administrator shall refer the case to the Chief Administrative Law Judge in accordance with paragraph (b)(3) of this section. If the Administrator determines that there is no relevant issue of fact, the Administrator shall so rule and advise the contractor and subcontractor(s) (if any) accordingly.

(3) If the contractor and/or subcontractor(s) desire review of the ruling issued by the Administrator under paragraph (c)(1) or (2) of this section, the contractor and/or subcontractor(s) shall file a petition for review thereof with the Wage Appeals Board within 30 days of the date of the ruling, with a copy thereof to the Administrator. The petition for review shall be filed in accordance with part 7 of this title.

(d) If a timely response to the Administrator's findings or ruling is not made or a timely petition for review is not filed, the Administrator's findings and/or ruling shall be final, except that with respect to debarment under the Davis-Bacon Act, the Administrator shall advise the Comptroller General of the Administrator's recommendation in accordance with §5.12(a)(1). If a timely response or petition for review is filed, the findings and/or ruling of the Administrator shall be inoperative unless and until the decision is upheld by the Administrative Law Judge or the Wage Appeals Board.

§ 5.12 Debarment proceedings.

(a)(1) Whenever any contractor or subcontractor is found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in §5.1 other than the Davis-Bacon Act, such contractor or

subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts or subcontracts subject to any of the statutes listed in §5.1.

(2) In cases arising under contracts covered by the Davis-Bacon Act, the Administrator shall transmit to the Comptroller General the names of the contractors or subcontractors and their responsible officers, if any (and any firms in which the contractors or subcontractors are known to have an interest), who have been found to have disregarded their obligations to employees, and the recommendation of the Secretary of Labor or authorized representative regarding debarment. The Comptroller General will distribute a list to all Federal agencies giving the names of such ineligible person or firms, who shall be ineligible to be awarded any contract or subcontract of the United States or the District of Columbia and any contract or subcontract subject to the labor standards provisions of the statutes listed in §5.1.

(b)(1) In addition to cases under which debarment action is initiated pursuant to §5.11, whenever as a result of an investigation conducted by the Federal agency or the Department of Labor, and where the Administrator finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in §5.1 (other than the Davis-Bacon Act), or has

committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, the Administrator shall notify by registered or certified mail to the last known address, the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding. The Administrator shall afford such contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under paragraph (a)(1) of this section or section 3(a) of the Davis-Bacon Act. The Administrator shall furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified wish to request a hearing as to whether debarment action should be taken, such a request shall be made by letter postmarked within 30 days of the date of the letter from the Administrator, and shall set forth any findings which are in dispute and the reasons therefor, including any affirmative defenses to be raised. Upon receipt of such request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and the response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to determine the matters in dispute. In considering debarment under any of the statutes listed in §5.1 other than the Davis-Bacon Act, the Administrative Law Judge shall issue an order concerning whether the contractor or subcontractor is to be debarred in accordance with

paragraph (a)(1) of this section. In considering debarment under the Davis-Bacon Act, the Administrative Law Judge shall issue a recommendation as to whether the contractor or subcontractor should be debarred under section 3(a) of the Act.

(2) Hearings under this section shall be conducted in accordance with 29 CFR part 6. If no hearing is requested within 30 days of receipt of the letter from the Administrator, the Administrator's findings shall be final, except with respect to recommendations regarding debarment under the Davis-Bacon Act, as set forth in paragraph (a)(2) of this section.

(c) Any person or firm debarred under §5.12(a)(1) may in writing request removal from the debarment list after six months from the date of publication by the Comptroller General of such person or firm's name on the ineligible list. Such a request should be directed to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210, and shall contain a full explanation of the reasons why such person or firm should be removed from the ineligible list. In cases where the contractor or subcontractor failed to make full restitution to all underpaid employees, a request for removal will not be considered until such under payments are made. In all other cases, the Administrator will examine the facts and circumstances surrounding the violative practices which caused the debarment, and issue a decision as to whether or not such person or firm has demonstrated a current responsibility to comply with the labor standards provisions of the statutes listed in §5.1, and therefore should be removed from the ineligible list. Among the factors to be considered in reaching such a

decision are the severity of the violations, the contractor or subcontractor's attitude towards compliance, and the past compliance history of the firm. In no case will such removal be effected unless the Administrator determines after an investigation that such person or firm is in compliance with the labor standards provisions applicable to Federal contracts and Federally assisted construction work subject to any of the applicable statutes listed in §5.1 and other labor statutes providing wage protection, such as the Service Contract Act, the Walsh-Healey Public Contracts Act, and the Fair Labor Standards Act. If the request for removal is denied, the person or firm may petition for review by the Wage Appeals Board pursuant to 29 CFR part 7.

(d)(1) Section 3(a) of the Davis-Bacon Act provides that for a period of three years from date of publication on the ineligible list, no contract shall be awarded to any persons or firms placed on the list as a result of a finding by the Comptroller General that such persons or firms have disregarded obligations to employees and subcontractors under that Act, and further, that no contract shall be awarded to "any firm, corporation, partnership, or association in which such persons or firms have an interest." Paragraph (a)(1) of this section similarly provides that for a period not to exceed three years from date of publication on the ineligible list, no contract subject to any of the statutes listed in §5.1 shall be awarded to any contractor or subcontractor on the ineligible list pursuant to that paragraph, or to "any firm, corporation, partnership, or association" in which such contractor or subcontractor has a "substantial interest." A finding as to whether persons or firms whose names appear on the ineligible list

have an interest (or a substantial interest, as appropriate) in any other firm, corporation, partnership, or association, may be made through investigation, hearing, or otherwise.

(2)(i) The Administrator, on his/her own motion or after receipt of a request for a determination pursuant to paragraph (d)(3) of this section may make a finding on the issue of interest (or substantial interest, as appropriate).

(ii) If the Administrator determines that there may be an interest (or substantial interest, as appropriate), but finds that there is insufficient evidence to render a final ruling thereon, the Administrator may refer the issue to the Chief Administrative Law Judge in accordance with paragraph (d)(4) of this section.

(iii) If the Administrator finds that no interest (or substantial interest, as appropriate) exists, or that there is not sufficient information to warrant the initiation of an investigation, the requesting party, if any, will be so notified and no further action taken.

(iv)(A) If the Administrator finds that an interest (or substantial interest, as appropriate) exists, the person or firm affected will be notified of the Administrator's finding (by certified mail to the last known address), which shall include the reasons therefor, and such person or firm shall be afforded an opportunity to request that a hearing be held to render a decision on the issue.

(B) Such person or firm shall have 20 days from the date of the Administrator's ruling to request a hearing. A detailed statement of the reasons why the Administrator's ruling is in error, including facts alleged to be in dispute, if any, shall be submitted with the request for a hearing.

(C) If no hearing is

requested within the time mentioned in paragraph (d)(2)(iv)(B) of this section, the Administrator's finding shall be final and the Administrator shall so notify the Comptroller General. If a hearing is requested, the ruling of the Administrator shall be inoperative unless and until the administrative law judge or the Wage Appeals Board issues an order that there is an interest (or substantial interest, as appropriate).

(3)(i) A request for a determination of interest (or substantial interest, as appropriate), may be made by any interested party, including contractors or prospective contractors and associations of contractor's representatives of employees, and interested Government agencies. Such a request shall be submitted in writing to the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

(ii) The request shall include a statement setting forth in detail why the petitioner believes that a person or firm whose name appears on the debarred bidders list has an interest (or a substantial interest, as appropriate) in any firm, corporation, partnership, or association which is seeking or has been awarded a contract of the United States or the District of Columbia, or which is subject to any of the statutes listed in §5.1. No particular form is prescribed for the submission of a request under this section.

(4) Referral to the Chief Administrative Law Judge. The Administrator, on his/her own motion under paragraph (d)(2)(ii) of this section or upon a request for hearing where the Administrator determines that relevant facts are in dispute, will by order refer the issue to the Chief Administrative Law

Judge, for designation of an Administrative Law Judge who shall conduct such hearings as may be necessary to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceedings shall be conducted in accordance with the procedures set forth at 29 CFR part 6.

(5) Referral to the Wage Appeals Board. If the person or firm affected requests a hearing and the Administrator determines that relevant facts are not in dispute, the Administrator will refer the issue and the record compiled thereon to the Wage Appeals Board to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceeding shall be conducted in accordance with the procedures set forth at 29 CFR part 7.

§ 5.13 Rulings and interpretations.

All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to part 1 of this subtitle, of the rules contained in this part and in parts 1 and 3, and of the labor standards provisions of any of the statutes listed in §5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

§ 5.14 Variations, tolerances, and exemptions from parts 1 and 3 of

this subtitle and this part.

The Secretary of Labor may make variations, tolerances, and exemptions from the regulatory requirements of this part and those of parts 1 and 3 of this subtitle whenever the Secretary finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship. Variations, tolerances, and exemptions may not be made from the statutory requirements of any of the statutes listed in §5.1 unless the statute specifically provides such authority.

§ 5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.

(a) General. Upon his or her own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours and Safety Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever the Secretary finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.

(b) Exemptions. Pursuant to section 105 of the Contract Work Hours and Safety Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:

(1) Contracts of \$2,000.00 or less.

(2) Purchases and contracts other than construction contracts in the aggregate amount of \$2,500.00 or less. In arriving at the aggregate amount involved, there must be included all property and services which would properly be grouped together in a single transaction and which would be included in a single advertisement for bids if the procurement were being effected by formal advertising.

(3) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; and Johnston Island.

(4) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.

(5) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 8311).

(c) Tolerances. (1) The "basic rate of pay" under section 102 of the Contract Work Hours and Safety Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair

Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.

(2) Concerning the tolerance provided in paragraph (c)(1) of this section, the provisions of section 7(d)(2) of the Fair Labor Standards Act and § 778.7 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the "regular rate" under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the "basic rate" under the Contract Work Hours and Safety Standards Act.

(3) See §5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling \$500 or less under specified circumstances.

(4)(i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship or training programs may be excluded from working time if the criteria prescribed in paragraphs (c)(4)(ii) and (iii) of this section are met.

(ii) The apprentice or trainee comes within the definition contained in §5.2(n).

(iii) The time in question does not involve productive work or performance of the apprentice's or trainee's regular duties.

(d) Variations. (1) In the event of failure or refusal of the contractor or any subcontractor to comply with overtime pay requirements of the Contract Work Hours and Safety Standards Act, if the funds withheld by Federal agencies for the violations are not

sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the United States, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for the payment of liquidated damages.

(2) In the performance of any contract entered into pursuant to the provisions of 38 U.S.C. 620 to provide nursing home care of veterans, no contractor or subcontractor under such contract shall be deemed in violation of section 102 of the Contract Work Hours and Safety Standards Act by virtue of failure to pay the overtime wages required by such section for work in excess of 40 hours in the workweek to any individual employed by an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises if, pursuant to an agreement or understanding arrived at between the employer and the employee before performance of the work, a work period of 14 consecutive days is accepted in lieu of the workweek of 7 consecutive days for the purpose of overtime compensation and if such individual receives compensation for employment in excess of 8 hours in any workday and in excess of 80 hours in such 14-day period at a rate not less than 1 ½ times the regular rate at which the individual is employed, computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(3) Any contractor or subcontractor performing on a government contract the principal purpose of which is the furnishing of fire fighting or suppression and

related services, shall not be deemed to be in violation of section 102 of the Contract Work Hours and Safety Standards Act for failing to pay the overtime compensation required by section 102 of the Act in accordance with the basic rate of pay as defined in paragraph (c)(1) of this section, to any pilot or copilot of a fixed-wing or rotary-wing aircraft employed on such contract if

(i) Pursuant to a written employment agreement between the contractor and the employee which is arrived at before performance of the work.

(A) The employee receives gross wages of not less than \$300 per week regardless of the total number of hours worked in any workweek, and

(B) Within any workweek the total wages which an employee receives are not less than the wages to which the employee would have been entitled in that workweek if the employee were paid the minimum hourly wage required under the contract pursuant to the provisions of the Service Contract Act of 1965 and any applicable wage determination issued thereunder for all hours worked, plus an additional premium payment of one-half times such minimum hourly wage for all hours worked in excess of 40 hours in the workweek;

(ii) The contractor maintains accurate records of the total daily and weekly hours of work performed by such employee on the government contract. In the event these conditions for the exemption are not met, the requirements of section 102 of the Contract Work Hours and Safety Standards Act shall be applicable to the contract from the date the contractor or subcontractor fails to satisfy the conditions until completion of the contract. Reporting and recordkeeping

requirements in paragraph (d)(2) have been approved by the Office of Management and Budget under control numbers 1215-0140 and 1215-0017. Reporting and recordkeeping requirements in paragraph (d)(3)(ii) have been approved by the Office of Management and Budget under control number 1215-0017).

§ 5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.

(a) Notwithstanding the provisions of §5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable shall be submitted to the Employment and Training Administration, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of §5.5(a)(4)(ii)-including those relating to registration of trainees, permissible ratios, and wage rates to be paid-shall apply to these programs.

(b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with Employment and Training Administration procedures, and must be paid at the rate specified in the program for the level of progress. Any such employee listed

on the payroll at a trainee rate who is not registered and participating in a program certified by ETA pursuant to this section, or approved and certified by ETA pursuant to §5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed. The ratio of trainees to journeyman shall not be greater than permitted by the terms of the program.

(c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Employment and Training Administration before they may be placed into effect.

§ 5.17 Withdrawal of approval of a training program.

If at any time the Employment and Training Administration determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved.

Subpart B-Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

§ 5.20 Scope and significance of this subpart.

The 1964 amendments (Pub. L. 88-349) to the Davis-Bacon Act require, among other things, that the prevailing wage determined for

Federal and federally-assisted construction include: (a) The basic hourly rate of pay; and (b) the amount contributed by the contractor or subcontractor for certain fringe benefits (or the cost to them of such benefits). The purpose of this subpart is to explain the provisions of these amendments. This subpart makes available in one place official interpretations of the fringe benefits provisions of the Davis-Bacon Act. These interpretations will guide the Department of Labor in carrying out its responsibilities under these provisions. These interpretations are intended also for the guidance of contractors, their associations, laborers and mechanics and their organizations, and local, State and Federal agencies, who may be concerned with these provisions of the law. The interpretations contained in this subpart are authoritative and may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 359). The omission to discuss a particular problem in this subpart or in interpretations supplementing it should not be taken to indicate the adoption of any position by the Secretary of Labor with respect to such problem or to constitute an administrative interpretation, practice, or enforcement policy. Questions on matters not fully covered by this subpart may be referred to the Secretary for interpretation as provided in §5.12.

§ 5.21 [Reserved]

§ 5.22 Effect of the Davis-Bacon fringe benefits provisions.

The Davis-Bacon Act and the prevailing wage provisions of the related statutes listed in §1.1 of this subtitle confer upon the Secretary of Labor the authority to predetermine, as minimum wages,

those wage rates found to be prevailing for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the area in which the work is to be performed. See paragraphs (a) and (b) of §1.2 of this subtitle. The fringe benefits amendments enlarge the scope of this authority by including certain bona fide fringe benefits within the meaning of the terms "wages", "scale of wages", "wage rates", "minimum wages" and "prevailing wages", as used in the Davis-Bacon Act.

§ 5.23 The statutory provisions.

The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act are, in part, as follows:

(b) As used in this Act the term "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include-

(1) The basic hourly rate of pay; and

(2) The amount of-

(A) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance,

for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits * * *.

§ 5.24 The basic hourly rate of pay.

"The basic hourly rate of pay" is that part of a laborer's or mechanic's wages which the Secretary of Labor would have found and included in wage determinations prior to the 1964 amendments. The Secretary of Labor is required to continue to make a separate finding of this portion of the wage. In general, this portion of the wage is the cash payment made directly to the laborer or mechanic. It does not include fringe benefits.

§ 5.25 Rate of contribution or cost for fringe benefits.

(a) Under the amendments, the Secretary is obligated to make a separate finding of the rate of contribution or cost of fringe benefits. Only the amount of contributions or costs for fringe benefits which meet the requirements of the act will be considered by the Secretary. These requirements are discussed in this subpart.

(b) The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. In some cases, however, the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, the Secretary may in his discretion express in the wage determination the rate of contribution or cost used

in the formula or method or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act. See §5.5(a)(1)(i) and (iii).

§ 5.26 * * * contribution irrevocably made * * * to a trustee or to a third person".

Under the fringe benefits provisions (section 1(b)(2) of the Act) the amount of contributions for fringe benefits must be made to a trustee or to a third person irrevocably. The "third person" must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor or subcontractor be able to recapture any of the contributions paid in or any way divert the funds to his own use or benefit. Although contributions made to a trustee or third person pursuant to a benefit plan must be irrevocably made, this does not prevent return to the contractor or subcontractor of sums which he had paid in excess of the contributions actually called for by the plan, as where such excess payments result from error or from the necessity of making payments to cover the estimated cost of contributions at a time when the exact amount of the necessary contributions under the plan is not yet ascertained. For example, a benefit plan may provide for definite insurance benefits for employees in the event of the happening of a specified contingency such as death, sickness, accident, etc., and may provide that the cost of such definite benefits, either in full or any balance in excess of specified employee contributions, will be borne by the contractor or

subcontractor. In such a case the return by the insurance company to the contractor or subcontractor of sums paid by him in excess of the amount required to provide the benefits which, under the plan, are to be provided through contributions by the contractor or subcontractor, will not be deemed a recapture or diversion by the employer of contributions made pursuant to the plan. (See Report of the Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§ 5.27 " * * * fund, plan, or program".

The contributions for fringe benefits must be made pursuant to a fund, plan or program (sec. 1(b)(2)(A) of the act). The phrase "fund, plan, or program" is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The phrase is identical with language contained in section 3(1) of the Welfare and Pension Plans Disclosure Act. In interpreting this phrase, the Secretary will be guided by the experience of the Department in administering the latter statute. (See Report of Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§ 5.28 Unfunded plans.

(a) The costs to a contractor or subcontractor which may be reasonably anticipated in providing benefits of the types described in the act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the act (see 1(b)(2)(B) of the act). The legislative history suggests that these provisions were intended to

permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor or subcontractor. (Report of the House Committee on Education and Labor, H. Rep. No. 308, 88th Cong., 1st Sess., p. 4.)

(b) No type of fringe benefit is eligible for consideration as a so-called unfunded plan unless:

(1) It could be reasonably anticipated to provide benefits described in the act;

(2) It represents a commitment that can be legally enforced;

(3) It is carried out under a financially responsible plan or program; and

(4) The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected. (See S. Rep. No. 963, p. 6.)

(c) It is in this manner that the act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the Act. At the same time, however, there is protection against the use of this provision as a means of avoiding the act's requirements. The words "reasonably anticipated" are intended to require that any unfunded plan or program be able to withstand a test which can perhaps be best described as one of actuarial soundness. Moreover, as in the case of other fringe benefits payable under the act, an unfunded plan or program must be "bona fide" and not a mere simulation or sham for avoiding compliance with the act. (See S. Rep. No. 963, p. 6.) The legislative history suggests that in order to insure against the possibility that these provisions might be used to avoid compliance with the act, the committee contemplates that the Secretary of Labor in carrying out his

responsibilities under Reorganization Plan No. 14 of 1950, may direct a contractor or subcontractor to set aside in an account assets which, under sound actuarial principles, will be sufficient to meet the future obligation under the plan. The preservation of this account for the purpose intended would, of course, also be essential. (S. Rep. No. 963, p. 6.) This is implemented by the contractual provisions required by § 5.5(a)(1)(iv).

§ 5.29 Specific fringe benefits.

(a) The act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: Medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits.

(b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).

(c) The term "other bona fide fringe benefits" is the so-called "open end" provision. This was

included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area. (S. Rep. No. 963, p. 6).

(d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be "bona fide" (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is "bona fide" in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in paragraph (a) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under §5.5(a)(1)(iv).

(c) Where the plan is not

of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are "bona fide" in accordance with requirements of the act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the act for costs incurred for such plans must request specific permission from the Secretary under §5.5(a)(1)(iv).

(f) The act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that

these payments should not normally be regarded as bona fide fringe benefits under the Act.

§ 5.30 Types of wage determinations.

(a) When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Illustrations, contained in paragraph (c) of this section, demonstrate some of the different types of wage determinations which may be made in such cases.

(b) Wage determinations of the Secretary of Labor under the act do not include fringe benefits for various classes of laborers and mechanics whenever such benefits do not prevail in the area of proposed construction. When this occurs the wage determination will contain only the basic hourly rates of pay, that is only the cash wages which are prevailing for the various classes of laborers and mechanics. An illustration of this situation is contained in paragraph (c) of this section.

(c) Illustrations:

Classes	Basic hourly rates	Fringe benefits payments				
		Health and Welfare	Pensions	Vacations	Apprenticeship program	Others
Laborers.....	\$3.25					
Carpenters.....	4.00	\$0.15				
Painters.....	3.90	.15	\$0.10	\$0.20		
Electricians.....	4.85	.10	.15			
Plumbers.....	4.95	.15	.20		\$0.05	
Ironworkers.....	4.60			.10		

(It should be noted this format is not necessarily in the exact form in which determinations will issue; it is for illustration only.)

§ 5.31 Meeting wage determination obligations.

subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the

payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for "bona fide"

fringe benefits of the types listed in the applicable wage determination or otherwise found prevailing by the Secretary of Labor, or by a combination thereof.

(b) A contractor or subcontractor may discharge his obligations for the payment of the basic hourly rates and the fringe benefits where both are contained in a wage determination applicable to his laborers or mechanics in the following ways:

(1) By paying not less than the basic hourly rate to the laborers or mechanics and by making the contributions for the fringe benefits in the wage determinations, as specified therein. For example, in the illustration contained in paragraph (c) of §5.30, the obligations for "painters" will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributing not less than at the rate of 15 cents an hour for health and welfare benefits, 10 cents an hour for pensions, and 20 cents an hour for vacations; or

(2) By paying not less than the basic hourly rate to the laborers or mechanics and by making contributions for "bona fide" fringe benefits in a total amount not less than the total of the fringe benefits required by the wage determination. For example, the obligations for "painters" in the illustration in paragraph (c) of §5.30 will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributions of not less than a total of 45 cents an hour for "bona fide" fringe benefits; or

(3) By paying in cash directly to laborers or mechanics for the basic hourly rate and by making an additional cash payment in lieu of the required benefits. For example, where an employer does not make payments or incur costs for fringe benefits, he would meet his obligations for "painters" in the illustration in paragraph (c) of

§5.30, by paying directly to the painters a straight time hourly rate of not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits); or

(4) As stated in paragraph (a) of this section, the contractor or subcontractor may discharge his minimum wage obligations for the payment of straight time wages and fringe benefits by a combination of the methods illustrated in paragraphs (b)(1) thru (3) of this section. Thus, for example, his obligations for "painters" may be met by an hourly rate, partly in cash and partly in payments or costs for fringe benefits which total not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits). The payments in such case may be \$4.10 in cash and 25 cents in payments or costs in fringe benefits. Or, they may be \$3.75 in cash and 60 cents in payments or costs for fringe benefits.

§ 5.32 Overtime payments.

(a) The act excludes amounts paid by a contractor or subcontractor for fringe benefits in the computation of overtime under the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, and the Walsh-Healey Public Contracts Act whenever the overtime provisions of any of these statutes apply concurrently with the Davis-Bacon Act or its related prevailing wage statutes. It is clear from the legislative history that in no event can the regular or basic rate upon which premium pay for overtime is calculated under the aforementioned Federal statutes be less than the amount determined by the Secretary of Labor as the basic hourly rate (i.e. cash rate) under section 1(b)(1) of the Davis-Bacon Act. (See S. Rep. No. 963, p. 7.) Contributions by employees are not excluded from the regular or basic rate upon which overtime is computed under these statutes; that

is, an employee's regular or basic straight-time rate is computed on his earnings before any deductions are made for the employee's contributions to fringe benefits. The contractor's contributions or costs for fringe benefits may be excluded in computing such rate so long as the exclusions do not reduce the regular or basic rate below the basic hourly rate contained in the wage determination.

(b) The legislative report notes that the phrase "contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program" was added to the bill in Committee. This language in essence conforms to the overtime provisions of section 7(d)(4) of the Fair Labor Standards Act, as amended. The intent of the committee was to prevent any avoidance of overtime requirements under existing law. See H. Rep. No. 308, p. 5.

(c)(1) The act permits a contractor or subcontractor to pay a cash equivalent of any fringe benefits found prevailing by the Secretary of Labor. Such a cash equivalent would also be excludable in computing the regular or basic rate under the Federal overtime laws mentioned in paragraph (a). For example, the W construction contractor pays his laborers or mechanics \$3.50 in cash under a wage determination of the Secretary of Labor which requires a basic hourly rate of \$3 and a fringe benefit contribution of 50 cents. The contractor pays the 50 cents in cash because he made no payments and incurred no costs for fringe benefits. Overtime compensation in this case would be computed on a regular or basic rate of \$3.00 an hour. However, in some cases a question of fact may be presented in ascertaining whether or not a cash payment made to laborers or mechanics is actually in lieu of a

fringe benefit or is simply part of their straight time cash wage. In the latter situation, the cash payment is not excludable in computing overtime compensation. Consider the examples set forth in paragraphs (c)(2) and (3) of this section.

(2) The X construction contractor has for some time been paying \$3.25 an hour to a mechanic as his basic cash wage plus 50 cents an hour as a contribution to a welfare and pension plan. The Secretary of Labor determines that a basic hourly rate of \$3 an hour and a fringe benefit contribution of 50 cents are prevailing.

The basic hourly rate or regular rate for overtime purposes would be \$3.25, the rate actually paid as a basic cash wage for the employee of X, rather than the \$3 rate determined as prevailing by the Secretary of Labor.

(3) Under the same prevailing wage determination, discussed in paragraph (c)(2) of this section, the Y construction contractor who has been paying \$3 an hour as his basic cash wage on which he has been computing overtime compensation reduces the cash wage to \$2.75 an hour but computes his costs of benefits under section 1(b)(2)(B) as \$1 an hour. In this example the regular or basic hourly rate would continue to be \$3 an hour. See S. Rep. No. 963, p. 7.



Atlantic County Improvement Authority

1333 Atlantic Avenue Suite 700 Atlantic City, New Jersey 08401
Phone: 609-343-2390 Fax: (609)343-2188

Project Sign Language:

The CONTRACTOR shall furnish and erect one (1) project sign, with the information set forth below being on both sides (if both sides are visible). Each sign shall be placed in a manner where it can be clearly seen from the nearest main road or area of highest foot traffic. The sign shall be in place for at minimum the entire length of the construction.

The sign shall be of substantial construction and made of good quality materials, the sign is to be at least four feet by six feet in dimension. The sign shall be attached to a preexisting structure or placed on uprights carefully braced and placed in the ground to an adequate depth to keep the sign safely in place.

The entire sign shall be white in color with lettering placed on each visible side containing, essentially, the following information:

NAME OF OWNER OF THE PROPERTY (can be omitted if municipally owned)
NAME OF MUNICIPALITY IN WHICH PROJECT IS LOCATED
TITLE OF JOB
CONTRACT NUMBER (as designated by the municipality)

The following wording shall also appear on the project sign:

**FUNDING FOR THIS PROJECT HAS BEEN PROVIDED THROUGH THE ATLANTIC
COUNTY CONSORTIUM BY A COMMUNITY DEVELOPMENT BLOCK GRANT FROM
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

DENNIS LEVINSON, ATLANTIC COUNTY EXECUTIVE

**MAUREEN KERN, CHAIRPERSON
ATLANTIC COUNTY BOARD OF CHOSEN FREEHOLDERS**

The wording is subject to final approval by the Atlantic County Improvement Authority and may be revised prior to actual initiation of the work.

The CONTRACTOR shall, in addition to the foregoing signs, provide all other signs in accordance with detailed instructions as required when any other Federal and/or State grants are involved in the project. The CONTRACTOR shall protect and maintain the signs in good condition throughout the life of the project.

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.

IV. SAMPLE AGREEMENT FORMS

****SAMPLE FORM****

NOTICE OF AWARD

June 14, 2021

[Contact Name]
[Company Name]
[Address]

**Re: 2021 CDBG – Tilton Road Drainage
Basin Remediation
Contract No. 115
Notice to Proceed
Egg Harbor Township, Atlantic County
MWA No. xxxxx**

Dear Mr./Mrs. [Contact]:

Please accept this letter as your formal notice of award on the above referenced project, per enclosed Township Resolution [Res. NO.].

If you should have any questions or require additional information, please feel free to call.

Regards,

Paul Witherel, EIT

CC: Donna L. Markulic, Township Administrator

****SAMPLE FORM****

NOTICE TO PROCEED

June 14, 2021

[Contact Name]
[Company Name]
[Address]

**Re: 2021 CDBG – Tilton Road Drainage
Basin Remediation
Contract No. 115
Notice to Proceed
Egg Harbor Township, Atlantic County
MWA No. xxxxx**

Dear Mr./Mrs. [Contact]:

Please accept this letter as your formal notice to proceed on the above referenced project. In accordance with the contract documents, all work must be completed within sixty (60) calendar days of your notice to proceed. The project shall be completed by **August 13th, 2021**.

If you should have any questions or require additional information, please feel free to call.

Regards,

Paul Witherel, EIT

CC:

SAMPLE FORM

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 Direct HUD Entitlement Program
 CHANGE ORDER NUMBER - _____
 Division of Local and Economic Development

Project	<u>2016 Community Development Block Grant - Miscellaneous ADA Walkways</u>
Municipality	<u>Egg Harbor Township</u>
County	<u>Atlantic</u>
Contractor	_____
In accordance with the project Supplementary Specification, the following are changes in the contract. Location and Reason for Change:	

Item No.	Description	Quantity (+/-)	Unit Price	Amount
Extra				
				Total Extra <u>\$0.00</u>
Reductions				
				Total Reductions <u>\$0.00</u>
Amount of Original Contract		_____	Extra	_____
Adjusted Amount Based on all Changes		_____	Reduction	_____
			<u>Total Change</u>	_____
% Change in Contract		_____		
_____ (Engineer)		_____ (Date)		
_____ (Presiding Officer)		_____ (Date)		
_____ (Contractor)		_____ (Date)		

SAMPLE FORM

MOTT WATKINS ASSOCIATES, LLC					PAGE NO. 1 OF 5		
CONSULTING ENGINEERS					APPLICATION NO. 1		
EGG HARBOR TOWNSHIP, NEW JERSEY					JOB NO. 1506.1		
TOWNSHIP OF EGG HARBOR					11/2/2021		
CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT UNDER CONTRACT WITH							
ARAWAK PAVING CO, INC.					6/16/2021		
CONTRACT NO. 105 - 2021 ROAD PROGRAM							
Item No.	Description	Total Contract Quantity	Quantity Previous Estimate	Quantity Completed to Date	Unit Price	Amonut	
1	CLEARING SITE	1	L.S.	0.00	1.00	\$ 110,000.00	\$ 110,000.00
2	EXCAVATION, UNCLASSIFIED	941	C.Y.	0.00	941.00	\$ 0.01	\$ 9.41
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK, TRUCK MEASURE	770	C.Y.	0.00	770.00	\$ 0.01	\$ 7.70
4	HMA PROFILE MILLING	7,380	S.Y.	0.00	11,757.00	\$ 4.80	\$ 56,433.60
5	HMA MILLING, 4" AND VARIABLE	20,845	S.Y.	0.00	10,113.00	\$ 6.30	\$ 63,711.90
6	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 2" THICK	2,510	TON	0.00	1,231.00	\$ 65.00	\$ 80,015.00
7	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	3,910	TON	0.00	2,739.00	\$ 70.00	\$ 191,730.00
8	REMOVE & REPLACE ASPHALT DRIVEWAY APRON, 2" THICK	300	TON	0.00	248.00	\$ 160.00	\$ 39,680.00
9	REMOVE AND REPLACE CONCRETE VERTICAL CURB	185	L.F.	0.00	54.00	\$ 30.00	\$ 1,620.00
10	6"x18" CONCRETE VERTICAL CURB	150	L.F.	0.00	0.00	\$ 30.00	\$ -
11	CONCRETE SIDEWALK, 4" THICK	100	S.Y.	0.00	0.00	\$ 60.00	\$ -
12	REMOVE & REPLACE CONCRETE SIDEWALK, 4" THICK	150	S.Y.	0.00	38.00	\$ 60.00	\$ 2,280.00
13	REMOVE & REPLACE CONCRETE DRIVEWAY APRON, 6" THICK	216	S.Y.	0.00	50.00	\$ 115.00	\$ 5,750.00
14	CONCRETE HANDICAP RAMP, ADA ACCESIBLE, W/ DETECTABLE WARNING SURFACE	2	UNIT	0.00	2.00	\$ 500.00	\$ 1,000.00
15	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN - 4" WIDE	50,120	L.F.	0.00	0.00	\$ 0.40	\$ -
16	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC - WIDTH VARIES	7,937	S.F.	0.00	0.00	\$ 2.85	\$ -
17	RUMBLE STRIPS	1,950	L.F.	0.00	0.00	\$ 3.00	\$ -
18	RESET VALVE BOX	5	UNIT	0.00	3.00	\$ 0.01	\$ 0.03
19	RESET EXISTING CASTING	7	UNIT	0.00	2.00	\$ 0.01	\$ 0.02
20	REMOVE EXISTING INLET CASTING	7	UNIT	0.00	7.00	\$ 100.00	\$ 700.00
21	INLET CASTINGS, TYPE "A"	8	UNIT	0.00	9.00	\$ 3,900.00	\$ 35,100.00
22	INLET CASTINGS, TYPE "B"	1	UNIT	0.00	2.00	\$ 5,500.00	\$ 11,000.00
23	REPLACE CURB PIECE W/ ECO TYPE "N"	6	UNIT	0.00	0.00	\$ 150.00	\$ -
24	REMOVE & REPLACE INLET GRATE WITH BICYCLE SAFE GRATE	5	UNIT	0.00	0.00	\$ 150.00	\$ -
25	4" PVC PIPE W/ CLEAN OUTS	104	L.F.	0.00	104.00	\$ 43.00	\$ 4,472.00
26	4" PVC PIPE W/ SHUT OFF VALVES	81	L.F.	0.00	81.00	\$ 65.00	\$ 5,265.00

SAMPLE FORM

MOTT WATKINS ASSOCIATES, LLC						PAGE NO. 2 OF 5	
CONSULTING ENGINEERS						APPLICATION NO. 1	
EGG HARBOR TOWNSHIP, NEW JERSEY						JOB NO. 1506.1	
TOWNSHIP OF EGG HARBOR						11/2/2021	
CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT UNDER CONTRACT WITH							
ARAWAK PAVING CO, INC.						6/16/2021	
CONTRACT NO. 105 - 2021 ROAD PROGRAM							
27	8" DUCTILE IRON CULVERT PIPE, CLASS 52	30	L.F.	0.00	50.00	\$ 120.00	\$ 6,000.00
28	12" DUCTILE IRON CULVERT PIPE, CLASS 52	212	L.F.	0.00	320.00	\$ 152.00	\$ 48,640.00
29	15" DUCTILE IRON CULVERT PIPE, CLASS 52	106	L.F.	0.00	0.00	\$ 160.00	\$ -
30	24" DUCTILE IRON CULVERT PIPE, CLASS 52	13	L.F.	0.00	9.00	\$ 335.00	\$ 3,015.00
31	24" PERFORATED, H.D.P.E. PIPE W/ STONE TRENCH	100	L.F.	0.00	193.00	\$ 290.00	\$ 55,970.00
32	TIDE CHECK VALVE, 12"	1	UNIT	0.00	0.00	\$ 10,000.00	\$ -
33	TIDE CHECK VALVE, 15"	1	UNIT	0.00	0.00	\$ 11,000.00	\$ -
34	TIDE CHECK VALVE, 24"	1	UNIT	0.00	0.00	\$ 14,490.05	\$ -
35	RIP RAP, D50=8"-10"	110	S.Y.	0.00	0.00	\$ 200.00	\$ -
36	TOPSOILING, 4" THICK	1,000	S.Y.	0.00	200.00	\$ 6.00	\$ 1,200.00
37	HYDROSEEDING	1,000	S.Y.	0.00	200.00	\$ 1.00	\$ 200.00
38	TRAFFIC DIRECTOR, FLAGGER	250	HOUR	0.00	144.00	\$ 76.23	\$ 10,977.12
39	TRAFFIC DIRECTOR, FLAGGER 1	100	HOUR	0.00	58.71	\$ 80.00	\$ 4,696.64
40	CONSTRUCTION SIGNS	250	S.F.	0.00	250.00	\$ 0.01	\$ 2.50
41	DRUM	25	UNIT	0.00	25.00	\$ 0.01	\$ 0.25
42	TRAFFIC CONES	50	UNIT	0.00	50.00	\$ 0.01	\$ 0.50
43	BREAKAWAY BARRICADE	2	UNIT	0.00	2.00	\$ 0.01	\$ 0.02
44	ASPHALT PRICE ADJUSTMENT	1	L.S.	0.00	0.00	\$ 7,500.00	\$ -
45	FUEL PRICE ADJUSTMENT	1	L.S.	0.00	0.00	\$ 5,000.00	\$ -

****SAMPLE FORM****

MOTT WATKINS ASSOCIATES, LLC
CONSULTING ENGINEERS
EGG HARBOR TOWNSHIP, NEW JERSEY

PAGE 4 OF 5
APPLICATION NO. 1
JOB NO. 1506.1

MONTHLY PROGRESS REPORT

UNDER CONSTRUCTION BY: ARAWAK PAVING CO, INC.
(Contractor)

FOR: TOWNSHIP OF EGG HARBOR
(Client)

1 WORK INCLUDED IN THIS PROGRESS REPORT:

The contractor has completed the bulk scope of work. Anchorage Point still must be paved. A punch list is currently being worked on.

2 CONDITIONS OF THE WORK:

Condition of the work is satisfactory.

3 APPLICATION OF THE AMOUNT AND VALUE OF
THE WORK TO DATE UNDER THIS CONTRACT:

The Contractor has completed work on the contract valued at	\$	739,476.69
The amount due to the Contractor under Application Number 1 is	\$	724,687.16

****SAMPLE FORM****

MOTT WATKINS ASSOCIATES, LLC
CONSULTING ENGINEERS
EGG HARBOR TOWNSHIP, NEW JERSEY

PAGE 5 OF 5
APPLICATION NO. 1
JOB NO. 1506.1

Payment Schedule

CONTRACT NO. 105 - 2021 ROAD PROGRAM

UNDER CONSTRUCTION BY: ARAWAK PAVING CO, INC.
(Contractor)

FOR: Township of Egg Harbor
(Client)

Payment Number	Date Processed from Mott Watkins Associates	Payment Amount
1	11/2/2021	\$ 724,687.16
2		
3		
4		
5		
6		
TOTAL		\$724,687.16

SUBMITTED BY: Bob Watkins, PE
Mott Watkins Associates, LLC
Project Engineer

TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

2023 COMMUNITY DEVELOPMENT BLOCK GRANT
BID#2024-04

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TOWNSHIP OF HAMILTON
ATLANTIC COUNTY, NEW JERSEY

2023 COMMUNITY DEVELOPMENT BLOCK GRANT
BID#2024-04

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#2024-04 of the Township of Hamilton, Atlantic County, New Jersey, Underhill Park Improvements.

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.

WHEREAS, in accordance with said advertisement and with the documents prepared by the Consulting Engineer and submitted to bidders, the CONTRACTOR submitted to the OWNER a proposal for the construction of the said work, and a contract was duly awarded by the OWNER to the CONTRACTOR for the construction of the work for the prices specified in the proposal, and the same was duly approved by the OWNER; and whereas the Information for Bidders, the Standard Contract Provisions, the Specifications (Standard, Detail and all Addenda), the Contract Plans, the Proposal, and a copy of the Advertisement, and all other Contract Documents are made a pertinent part of this Contract as if incorporated herein. Also included in the enumeration of Contract Documents are the Certification Forms associated with the Community Development Block Grant funding.

CONTRACTOR also agrees to attend the Preconstruction Conference and to complete and fill all information and certifications required by in connection with the Community Development Block Grant funding for the named project.

THIS AGREEMENT FURTHER WITNESSETH that the CONTRACTOR further agrees that there shall be no discrimination against any employee, any applicant for such employment, or any other person in carrying out this project because of race, religion, color, national origin, sex or age and that all requirements of any human relations act at the federal or state level.

WHEREAS the work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the municipality in which the project is located

THIS AGREEMENT FURTHER WITNESSETH that the CONTRACTOR agrees that compliance with the requirements of Executive Order 11246 as amended and the Housing and Community Development Act of 1974 will be a part of this Contract. All applicable questionnaires, form filing and wage verifications must be completed and forwarded to monitoring offices. It is the responsibility of the CONTRACTOR and CONTRACTOR agrees to accept said responsibility to ensure subcontractors' compliance with these regulations. Compliance with the requirements of Executive Order 11625, the Minority Business Participation Program, will be a part of this Contract. It is the responsibility of the CONTRACTOR to ensure subcontractors' compliance with the regulations. The requirements of the Davis-Bacon Act shall be considered part of this Agreement. Minimum wage rates, as included in this Contract, must be met. Minimum wage rates for federal and federally assisted construction projects shall be particularly adhered to.

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#2024-04 of the Township of Hamilton has been provided." The Certificate of Insurance must expressly state that, "The Blanket Contractual Liability Insurance required in BID#2024-04 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 LANGUAGE GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

1. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because 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. Except with respect to affectional or sexual orientation, the contractor will take affirmative action

to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their 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. Such action shall include, but not 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;

- ii. The contractor or subcontractor, where applicable will, in all solicitations of advertisements for employees places by or on behalf of the contractor, state that all qualifies applicants will receive consideration for employment without regard to age, race, religion, sex, national origin, creed, color, ancestry, marital status, affectional or sexual orientation, familiar status, liability for services in the Armed Forces of the United States or nationality.
- iii. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contractor understanding, 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.
- iv. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq, as amended and supplemented from time to time and the Americans with Disabilities Act.
 - (a) 1. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 17:27-5.2 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division pursuant to NJAC 17:27-5.2.
 - (a) 2. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that does not discriminate on the basis of age, race, religion, sex, national origin, creed, color, ancestry, martial status, affectional or sexual orientation, familial status, liability for services in the

Armed Forces of the United States or nationality; will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(a) 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

(a) 4. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, religion, sex, national origin, creed, color, ancestry, martial status, affectional or sexual orientation, familial status, liability for services in the Armed Forces of the United States or nationality and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by that office from time to time to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administration Code (NJAC 17:27). The Township will supply to the contractor the appropriate forms. Said forms are required to be submitted prior to the Township executing a contract.

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 Egg Harbor 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 Egg Harbor (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 EGG HARBOR 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 EGG HARBOR (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.

V. GENERAL CONDITIONS - PART 1
CONTRACT CONDITIONS

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V. GENERAL CONDITIONS

PART I CONTRACT CONDITIONS

These General Conditions are divided into two parts. Part I applies to all contracts entered into between the OWNER and the CONTRACTOR, regardless of the source of funding for the Project. Part II--Federal Requirements sets forth those requirements and conditions which apply to the Project if the funding is federal in origin. If Part II is included in the Contract Documents, the CONTRACTOR must comply with all applicable portions of both Part I and Part II. Part I may be amended by the Detail or Technical Specifications. Part II will not be amended by any other section of the Contract Documents. In addition, Special Conditions may also apply to the project and are included in the Contract Documents if applicable.

SECTION 1 - GENERAL

1.1 DEFINITIONS

Wherever used in the Contract, the following terms have the meanings indicated.

- 1.1.1 *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, modify, correct, interpret or change the Bidding Requirements or Contract Documents.
- 1.1.2 *Agreement (or Contract Agreement)*: The written contract between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.1.3 *Architect or Architect/Engineer*: The architect or engineer authorized by the Owner's as its technical and/or design representative for the Project.
- 1.1.4 *Bid*: The offer or proposal of the Bidder submitted on the prescribed form, setting forth the prices for the Work to be performed.
- 1.1.5 *Bidder*: Any person, firm or corporation submitting a bid for the work.
- 1.1.6 *Bidding Documents*: The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda).
- 1.1.7 *Bonds*: Bid, Performance, Payment and Maintenance Bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents.
- 1.1.8 *Change Order*: A written order to the CONTRACTOR authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.1.9 *Contract Documents*: The Agreement, Addenda, Contractor's Bid, the Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, if any, the Specifications (Standard, Detail or Technical) and the Drawings, together with all written amendments, Change Orders, field orders and written interpretations and/or clarifications.
- 1.1.10 *Contract Price*: The moneys payable by the Owner to the Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.

- 1.1.11 *Contract Times*: The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion and (ii) to complete the Work so that it is ready for final payment as evidenced by the Architect's or Engineer's written recommendation of final payment.
- 1.1.12 *CONTRACTOR*: The person, firm or corporation with whom the Owner has entered into the Agreement.
- 1.1.13 *Drawings (or Contract Drawings or Plans or Contract Plans)*: The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor. Shop drawings are not Drawings as so defined.
- 1.1.14 *Engineer or Architect/Engineer (A/E)*: The engineer or architect authorized by the Owner's as its technical and/or design representative for the Project. Wherever the term "Engineer" is used, it shall mean Engineer or Architect or other design professional acting as the Owner's representative, as applicable.
- 1.1.15 *Field Order*: A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time issued by the ENGINEER to the CONTRACTOR during construction.
- 1.1.16 *Lump Sum Price*: The amount bid as a single item for the work complete and ready to use.
- 1.1.17 *Materials*: Materials incorporated or to be incorporated in the Contract Work or used to be used in the operation of the completed improvements.
- 1.1.18 *MBE*: A person, firm or corporation qualifying under the OWNER's Minority and Women Business Enterprise Plan as a bona fide Minority Business Enterprise.
- 1.1.19 *Notice of Award*: The written notice of the acceptance of the Bid from the OWNER to the successful Bidder.
- 1.1.20 *Notice to Proceed*: A written notice given by the Owner (or its representative) to the Contractor fixing the date on which the Contract Times will commence to run; and on which the Contractor shall start to perform its obligations under the Contract Documents.
- 1.1.21 *OWNER*: The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.1.22 *Plans*: (see "Drawings").
- 1.1.23 *Project*: The undertaking to be performed as provided in the Contract Documents.
- 1.1.24 *Resident Project Representative*: Any authorized representative of the OWNER who is assigned to the project site or any part thereof, including the ENGINEER and the ENGINEER'S authorized representative.
- 1.1.25 *Shop Drawings*: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

- 1.1.26 *Specifications*: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.1.27 *Subcontractor*: An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.1.28 *Substantial Completion*: The work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER (as evidenced by a definitive certificate of substantial completion), it is sufficiently complete so that the Work or specified part can be utilized for the purposes intended.
- 1.1.29 *Supplemental Unit Prices*: The unit prices included on the Contractor's Bid which apply to increasing or decreasing the Project quantities on the basis of Unit Price payment. (See "Unit Price").
- 1.1.30 *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.
- 1.1.31 *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated into the Work.
- 1.1.32 *Underground Facilities*: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
- 1.1.33 *Unit Price*: Any price bid under the respective items of the Proposal Form whether such price be per unit of measurement, per each or per lump sum.
- 1.1.34 *User*: When used in relationship to a utility, shall mean the utility owner or utility operator.
- 1.1.35 *WBE*: A person, firm or corporation qualifying under the OWNER's Minority and Women Business Enterprise Plan as a bona fide Woman-Owned Business Enterprise.
- 1.1.36 *Work*: The entire construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.1.37 *Written Notice*: Any notice to any part of the Agreement relative to any part of this Contract in writing and considered delivered and the service thereof completed when posted by Certified or Registered Mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

Wherever, in the Contract Documents, the word "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the OWNER or ENGINEER is intended; and, similarly, the words "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, suitable to or satisfactory to the OWNER or ENGINEER in each case.

Wherever in the Contract Documents the words "supervision," or "superintendence," or words of like import are used, it shall be understood that supervision or superintendence by the CONTRACTOR is intended.

1.2 SCOPE OF WORK

The work to be done under this Contract, as shown on the Contract Plans and Specifications, shall include the furnishing and complete installation of all materials and any other necessary work required for proper completion, operation and use of the facilities.

All the equipment, materials and labor that may be necessary to complete the work and place it in satisfactory operation, implied or intended in the Plans and Specifications, shall be furnished and/or installed without extra cost to the OWNER.

The titles or headings of the various divisions, sections, paragraphs, subparagraphs or of Drawings, and the Table of Contents and the indices, as used in any of the Contract Documents are for convenience of reference only and are not intended to limit and shall not be construed as in any way limiting the application of the text.

SECTION 2 - CONTRACT AND CONTRACT DOCUMENTS

2.1 GENERAL

The Contract Documents comprise the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract Agreement.

2.2 BIDDING DOCUMENTS

Bidding Documents issued by the OWNER to assist Bidders in preparing their proposals include:

- (1) Advertisement for Bids (or Invitation for Bids)
- (2) Information for Bidders (or Instructions to Bidders)
- (3) Proposal Form or "Bid" - The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- (4) Bid Security - A cashier's check, certified check, or Bid Bond shall accompany the Proposal Form submitted by the Bidder as a guaranty that the Bidder will enter into an Agreement with the OWNER for the construction of the work if the Contract is awarded to him.
- (5) Addenda to Contract Documents - Any addenda issued during the time of bidding, or forming a part of the Contract Documents in the possession of the Bidder for the preparation of his Proposal, shall be covered in the Proposal Form and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal Form, and a receipted copy shall be submitted with the Bid.
- (6) Any certifications, forms, affidavits or required attachments to the Bid as required by the Contract Documents.

2.3 CONTRACTUAL DOCUMENTS

- (1) Agreement (or Contract Agreement) covers the performance of the work described in the Contract Documents, including all supplemental addenda thereto and all general and special specifications and provisions pertaining to the work or materials therefore. The Agreement also includes any required certifications, forms, affidavits or required attachments submitted by the CONTRACTOR as a part of his Bid.
- (2) Bonds - The CONTRACTOR shall, before the time of his execution of the Contract Agreement, furnish bonds in a form prescribed by the OWNER and with a Surety Company authorized to do business in the State where the work is located as follows:

- (a) Performance Bond is an amount equal to one hundred percent of the Contract Amount as a guarantee of good faith on the part of the CONTRACTOR to execute the work in accordance with the terms of the Contract.
- (b) Labor and Material Payment Bond in an amount equal to one hundred percent of the Contract Amount as a guarantee of good faith on the part of the CONTRACTOR to make all payments for labor and material in connection with the Contract.
- (3) Insurance policies or certificates as specified.

2.4 GENERAL CONDITIONS

The General Conditions outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract Agreement) and also those responsibilities delegated by the OWNER to the Architect or Engineer who acts as the agent of the OWNER. These General Conditions are divided into two parts. Part I applies to all contracts entered into between the OWNER and the CONTRACTOR, regardless of the source of funding for the Project. Part II--Federal Requirements sets forth those requirements and conditions which apply to the Project as a result of the Community Development Block Grant funding. Part I may be amended by the Detail or Technical Specifications. Part II will not be amended by any other section of the Contract Documents.

2.5 PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner and fully complete the work or improvement, ready for use, occupancy and operation by the OWNER.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the ENGINEER, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

Each requirement appearing in any one of the Contract Documents is as binding as though it were repeated or shown in every one of the Documents. In case of any discrepancy or conflict between or among two or more of said documents, except as otherwise ruled by the OWNER, figured dimensions shall control scaled dimensions, larger scale superseding smaller scale, Plans shall control Specifications, and, in general, a special or detail specification shall control a general or standard specification or plan relative to the same subject.

In any and all cases of discrepancy in figures, Drawings or Specifications, the matter shall be submitted immediately by the CONTRACTOR to the ENGINEER for his decision.

2.6 NOTICE OF CHANGE OF ADDRESS

It shall be the duty of each party to advise the other parties to the Contract Agreement by written notice as to any change in his business address until completion of the Contract.

2.7 ASSIGNMENT OF CONTRACT

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

2.8 MODIFICATION OF CONTRACT

A. Changes Initiated by OWNER

If changes are necessary to carry out and complete more fully or perfectly the work to be performed under the Contract, the Contract may be modified. The Contract may only be changed by written order of the OWNER. The CONTRACTOR shall acknowledge, in writing, the receipt of every such order. If the changes increase the cost of performing the work, the increased cost shall be paid by the OWNER. If such changes reduce the cost of performing the work, the amount of such reduction shall be credited to the OWNER. No consequential loss of profit on work not executed shall be paid to the CONTRACTOR.

The amount of compensation to be paid to the CONTRACTOR or credited to the OWNER for any changes to the Contract, as so ordered, shall be determined as indicated in Subsection 2.8 C, "Basis for Determination of Additional Compensation."

B. Changes Initiated by CONTRACTOR

- (1) Required Notices and Authorization - If the CONTRACTOR encounters conditions which may in his opinion require a change in the Contract or result in a claim for additional compensation, the CONTRACTOR shall give immediate written notice to the OWNER of such conditions, and perform no additional work affected by such conditions until a written order is issued by the OWNER and accepted by the CONTRACTOR.

No claims for additional compensation will be made or allowed for any affected work performed prior approval by the OWNER.

Claims for additional compensation shall be made in accordance with this Paragraph and Paragraph 7.8, "Requests for Extra Compensation."

The amount of compensation to be paid to the CONTRACTOR or credited to the OWNER for any changes to the Contract, as so ordered, shall be determined as indicated in Subsection 2.8 C, Basis for Determination of Additional Compensation."

C. Basis for Determination of Additional Compensation

When additional compensation is due the CONTRACTOR or when a credit is due the OWNER

for changes to the Contract, the amount of such additional compensation or credit shall be determined as follows:

- (1) By such applicable unit prices, if any, as are set forth in the Contract Documents; claims for additional compensation shall be accompanied by itemized information showing the location of the extra work and the quantity of each item for which the CONTRACTOR requests payment. The location shall reference the construction, stationing, street names and property owners; or,
- (2) By a lump sum mutually agreed upon by the OWNER and the CONTRACTOR; or,
- (3) If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then by the cost (or in the case of credit - the estimated cost) to the CONTRACTOR for the materials, labor and equipment costs.

These costs shall be calculated in accordance with New Jersey Department of Transportation standards, for extra work performed on a force account basis as follows:

- (a) Labor - Wages of forepersons; equipment operators; and skilled, semi-skilled, and common laborers directly assigned to the specific operation will be reimbursed as direct labor at contract or actual payroll rate of wages per hour and actual fringe benefits paid, for each hour that such employees are actually engaged in the performance of the authorized work and, if directed, overtime as provided by existing laws and regulations.

Indirect labor cost added to the direct labor cost will be allowed as follows:

Social Security Tax at the percentage legally required;
Unemployment Tax at the percentage legally required;
Worker's Compensation Insurance at the policy percentage rate;
Contractor's Public Liability Insurance at the policy percentage rate; and
Contractor's Property Damage Liability Insurance at the policy percentage rate, including coverage for damage due to blasting and explosions, when additional coverage is secured on projects requiring blasting.

- (b) Material - The cost of material used will be reimbursable at the actual cost of material, including applicable tax and transportation charges, shown on invoices.
- (c) Equipment - Reasonable rental rates for equipment, including machinery and trucks, mutually considered necessary, will be allowed, computed as follows:

For equipment, either rented or owned, including pumps and compressors, an hourly rental rate will be determined using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing by 176. An allowance will be made for operating costs for every hour the machinery or

equipment is operating, in accordance with rates listed in the rental book. If machinery or equipment is required at the work site, but is not operating, compensation will be at the hourly rental rate, exclusive of operating costs.

The daily rental rate for equipment used for maintenance and protection of traffic (signs, flashers, barricades, drums, etc.) on a 24-hour basis will be determined by dividing the monthly rental rate by 22.

To the above rates, add the predominant area adjustment percentage for the State as shown on the area adjustment map in the Rental Rate Blue Book for Construction Equipment.

In the case of machinery or equipment not in the Rental Rate Blue Book for Construction Equipment, a monthly rate will be computed on the basis of 6% of the manufacturer's list price for sale (new) of such equipment; the hourly rate in this case will be determined by dividing the monthly rate by 160, when actually operating, and by 176, when at work site but not operating, with no percentage added. For equipment used for maintenance and protection of traffic signs, flashers, barricades, drums, etc.), with no rate listed in the Rental Rate Blue Book, use a daily rate computed on the basis of 6% of the manufacturer's list price for the sale (new) of this equipment, divided by 22, with no percentage added.

- (d) Services by Others - For any service such as maintenance and protection of traffic signing, engineering services, or specialized construction analysis not considered as subcontract work requiring prequalification, the CONTRACTOR will be compensated at the invoice price plus 2% to cover administration and all other costs.
- (e) Insurance - When Railroad's Protective Public Liability Insurance or Railroad's Protective Property Damage Liability Insurance are required by the Contract, reimbursement of insurance premium paid will be allowed at the policy premium rate.

"Special" railroad insurance, not covered by the Contractor's Protective Public Liability and Property Damage Liability Insurance, will be indicated in the Contract.

No allowance will be made for Contractor's Protective Public Liability and Property Damage Liability Insurance in the case of subcontracting, although such protection may be specified.

- (f) Subcontract - For work to be performed by a subcontractor, payment will be the actual and reasonable cost of the subcontracted work, computed on the foregoing basis, as authorized and accepted in writing.
- (g) Overhead and Profit - Except as specified in Subsection 2.8 C 3 (d), to cover all administration, general superintendence, other overhead, bonds, insurance, anticipated profit, and use of small tools and equipment, for which no rental is allowed, add 25% to the labor cost, the material cost, the equipment cost and, when applicable, add 2% to the total force-account invoice for subcontract work.

Claims for additional compensation shall be accompanied by itemized records showing the following items:

Labor - Name, classification, date, daily hours, total hours, rate and extension for each foreperson; equipment operator; skilled, semi-skilled, and common laborer. (Add to this invoice or payroll transcript the percentage rates paid, for appropriate tax and insurance items.)

Material - Quantities of material by name, price and extensions, including applicable tax and transportation charges.

Equipment - Designation, date, daily hours, total hours, rental rates and extension for each item of equipment, including machinery and trucks.

Summary - Summarize labor, material, equipment costs, overhead and profit, insurance premiums and subcontractor costs, including overhead and profit. Accompany and support statements by invoices for all material used, taxes and transportation charges. Furnish an affidavit certifying that costs for material being charged are the actual costs of material used in the work. File the required statements during the month following that in which the work was performed.

D. Requests for Payment

Requests for additional compensation shall be made in accordance with this Paragraph 2.8 and with Paragraph 7.8, "Requests for Extra Compensation".

This Paragraph may be modified by the Standard and Detail Specifications (if any) which apply to this Contract.

E. Emergencies

The provisions hereof shall not affect the power of the CONTRACTOR to act in case of emergency, as herein provided.

2.9 ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others 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 a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

SECTION 3 INSURANCE, BONDS AND RELATED MATTERS

3.1 CONTRACTOR'S LIABILITY INSURANCE

The CONTRACTOR shall purchase and maintain, from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such comprehensive liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below 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, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefits and other similar employee benefit acts;

claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

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

Umbrella and/or Excess Liability Insurance - In addition to the insurance requirements itemized in this Section, the CONTRACTOR shall provide "Excess Liability" coverage of \$1 million. If the CONTRACTOR intends to use his "Excess Liability" policy to meet the other specified insurance limits, the "Excess Liability" policy must be increased accordingly. If the total of the required underlying policies and the excess limits are met, all requirements will be satisfied.

No XCU Exclusions - Any XCU exclusions shall be deleted from the policy and full coverage shall be included for property damage liability for explosion hazards, collapse hazards and underground property damage hazards.

The policies of insurance so required by this paragraph to be purchased and maintained shall:

include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

include the specific coverages and be written for not less than the limits of liability provided herein or required by Laws or Regulations, whichever is greater;

include completed operations insurance;

include contractual liability insurance covering CONTRACTOR's indemnity obligations under this contract;

contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work;

with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

3.2 OWNER's LIABILITY INSURANCE

In addition to the insurance required to be provided by CONTRACTOR under this section, OWNER, at OWNER's option, may (but is not obligated to) purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

3.3 PROPERTY INSURANCE

Unless otherwise provided in the Contract Documents, CONTRACTOR shall purchase and maintain property insurance, from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, in the full amount of the contract on a replacement-cost basis (subject to such deductible amounts as may be approved by the OWNER or required by Laws and Regulations). This insurance shall:

include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Contract Documents, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Contract Documents;

include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER, with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

OWNER may purchase and maintain such additional property insurance as it deems necessary or as required by Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Contract Documents, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 3.4.

OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work.

3.4 WAIVER OF RIGHTS

OWNER and CONTRACTOR intend that all policies purchased in accordance with this section will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization, after substantial completion, or after final payment.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

3.5 RECEIPT AND APPLICATION OF INSURANCE PROCEEDS

Any insured loss under the policies of insurance required herein will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

3.6 LIMITS OF INSURANCE COVERAGE

The CONTRACTOR will furnish the following minimum limits of insurance coverage, unless otherwise specified in the Detail Specifications:

General Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Automobile Liability	
Combined Single Limit	\$1,000,000
Excess Liability	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	\$ 100,000
Property Insurance: Builder's Risk "All-Risk"	*

*Applicable to projects involving structures. Limit of coverage will correspond to the amount of the contract less any agreed-to uninsurable portions of the work, as approved by the OWNER. In cases of projects involving utility lines or other work on which Builder's Risk policies are normally not written, the CONTRACTOR will furnish an "All-Risk" Installation Floater which provides coverage for all materials stored or installed. Such insurance will provide coverage until said materials have been installed, tested and placed in operation by

OWNER. Such insurance may have a deductible clause but the amount of deductible shall not exceed One Thousand Dollars (\$1,000.00).

Special Hazards Insurance

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**When the Work involves occupancy of railroad right of way, highway right of way, use of marine equipment or work in navigable waterways, or any other special hazard, adequate liability insurance shall be provided by the CONTRACTOR as required by the railroad or the regulatory agency or governmental body having jurisdiction over the Work site(s). In the case of railroad protective insurance, the conditions of the License Agreement between the OWNER and the railroad will be fully met by the CONTRACTOR'S insurance, with such special insurance certificates or "additional insureds" as may be required. In the case of occupancy of NJ DOT right of way, the CONTRACTOR will furnish all certificates required by NJ DOT, on the form(s) prescribed by NJ DOT.

3.7 PARTIAL UTILIZATION--PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, the insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

3.8 INDEMNIFICATION

The CONTRACTOR shall waive any right of contribution and shall indemnify and hold harmless the OWNER, its agents and employees, and the ENGINEER, from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this agreement.

In any and all claims against the OWNER or ENGINEER or any of their agents or employees and consultants by any employee of the CONTRACTOR, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the foregoing paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

"Claims, damages, losses and expenses" as these words are used in this agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by CONTRACTOR, its subcontractors, agents, servants or employees, of any hoist, shoring, rigging, blocking, scaffolding or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by OWNER; (2) all attorneys fees and costs incurred in bringing an action to enforce the provisions of this indemnity agreement; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

Any provision of this Paragraph 3.10 in respect of indemnification which is prohibited or unenforceable

by law in the State in which the work, or other performance described in this Contract is cited shall be ineffective to the extent of such prohibition or unenforceability and shall not invalidate the remaining provisions of this Paragraph 3.10 or this Contract.

3.9 SURETY BONDS

All Bonds will be taken out with a corporate surety that is acceptable to the OWNER and is authorized to do business in the State where the work is to be performed.

All Bonds shall be in the forms prescribed by law or regulation or by the Contract Documents and be executed by such sureties as are named either in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department or on the current edition of the "Surety List" of licensed companies published by the State of New Jersey Insurance Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to act, dated concurrent with the Bond.

If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the project is located or it ceases to meet the requirements above, the CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the OWNER.

A. Performance and Payment Bonds

Before execution of the Contract Agreement, the CONTRACTOR shall furnish to the OWNER the following bonds which shall become binding upon the awarding and execution of the Contract Agreement:

- (1) Performance Bond: At one hundred percent of the final Contract amount conditioned upon the faithful performance of the Contract, in accordance with the Plans, Specifications and conditions of this Contract. Such bond shall be solely for the protection of the OWNER.
- (2) Payment Bond: At one hundred percent of the final Contract amount, such Bond shall be solely for the protection of individuals, firms, corporations, partnerships and associations supplying labor or materials to the CONTRACTOR or to any of his subcontractors in the prosecution of the work provided for in the Contract and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work.

B. Maintenance Bond

At the time of final acceptance of the project construction and prior to final payment, the CONTRACTOR will, unless otherwise indicated in the Detail Specifications, be required to furnish the OWNER with a two-year Maintenance Bond in the amount of one hundred percent of the final contract amount covering the guarantee for two years for any required or necessary maintenance or repairs on the completed project or necessary maintenance of highway surface or base.

C. Consent of Surety to Final Payment

At the time of final acceptance of the project construction and prior to final payment, the CONTRACTOR will be required to provide a Consent of Surety To Final Payment from the Surety which issued the Performance and Payment Bonds, accompanied by a properly executed Power of Attorney, and indicating that all claims for labor and material on the project have been satisfied and the Surety consents to have the final payment released to the CONTRACTOR.

SECTION 4 RESPONSIBILITY OF THE ENGINEER

4.1 GENERAL

The ENGINEER shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract Agreement on the part of the CONTRACTOR. 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.

4.2 OBSERVATION OF THE WORK

All materials and each part or detail of the work shall be subject at all times to observation by the ENGINEER and the OWNER, and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The ENGINEER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his observations.

4.3 ACCEPTANCE OF WORK

The ENGINEER'S decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the ENGINEER'S decision relative to the performance of the work.

4.4 ENGINEER IS OWNER'S REPRESENTATIVE

The ENGINEER shall be the OWNER'S representative during the construction period. The ENGINEER will make periodic visits to the site 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. He will not be required to make exhaustive or continuous on-site inspections or examinations to check the quality or quantity of the work. His efforts will be directed toward providing assurance for the OWNER that the completed project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work and will endeavor to guard the OWNER against defects and deficiencies of the work of CONTRACTORS. The ENGINEER will not control the work performed by the CONTRACTOR and will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR'S failure to perform the work in accordance with the Contract Documents. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work. The ENGINEER will not perform or be responsible for any hiring, firing, supervision, superintendence, direction of personnel, use of equipment or the direction of the manner or method employed by the CONTRACTORS, their subcontractors, agents, servants or employees, nor will the ENGINEER or his representatives be liable for any claims, suits, damages or liability from any omission or commission by the CONTRACTORS, their subcontractors, agents, servants or employees or any other entity in and during the construction or occurring thereafter or resulting from or incidental to the work of CONTRACTORS, their subcontractors, agents, servants or employees on said project.

SECTION 5 OWNER'S RIGHTS AND RESPONSIBILITIES

5.1 LANDS AND RIGHTS OF WAY

The OWNER will furnish the necessary lands, rights of way and occupancy permits as are required for the Contract Work, also all lawful authority that may be necessary for approved crossings or occupation of lands or railroads, roads, streets or alleys upon which the Contract Work will be done. The OWNER shall also pay all costs or fees associated with the obtaining of all lands, rights of way and occupancy permits, except for inspection fees levied by others.

All property right of way surveys, unless otherwise specified, shall be furnished by the OWNER.

5.2 PERMITS

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified.

5.3 BASE LINES AND GRADES

The OWNER, prior to the start of the work, will furnish basic offset lines or points for structures and basic centerline data, if required, for pipelines and sewers or drains. A system of elevation bench marks, or accurate points of elevation shall also be furnished by the OWNER.

5.4 OWNER'S RIGHT TO CORRECT DEFICIENCIES

Upon failure to perform the work in accordance with the Contract Documents, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy he may have, direct the CONTRACTOR not to correct the work and the OWNER may then correct such deficiencies in work intended to become a permanent part of the project.

5.5 UNDERGROUND STRUCTURES

The OWNER does not obligate itself that the location, number, size, character or condition of any underground structures shown on the Contract Plans, such as sewers, water lines or underground structures of public utility companies or others, are correct. Information shown on the Contract Plans as to such underground structures is based on such information as has been obtained from records, surveys and other sources. The Bidder shall make his own independent investigations of these conditions, and no claim for extra compensation will be considered except as may be permitted by the Standard Specifications or Detail Specifications covering the work. (Reference Article 6.8)

5.6 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

5.6.1 The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carrying out the provisions of the Contract, or to supplying materials meeting the requirements of the Contract Documents.

The work or any portion thereof may be suspended at any time by the OWNER, provided that he gives the CONTRACTOR five days' written notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within the ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment only for that portion of the work completed.

If (a) the CONTRACTOR shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) a receiver or liquidator shall be appointed for the CONTRACTOR, or for any of his property, and shall not be dismissed within twenty days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within said twenty days; or (c) the CONTRACTOR shall refuse or fail after notice or warning from the ENGINEER to supply enough properly skilled workmen or proper materials; or (d) the CONTRACTOR shall refuse or fail to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof), or shall fail to complete the work within said period; or (e) the CONTRACTOR shall fail to make prompt payment to persons supplying labor or materials for the work; or (f) the CONTRACTOR shall fail or refuse to regard laws, ordinances or the instructions of the ENGINEER or otherwise be guilty of a substantial violation of any provision of this Contract; then, and in any such event, the OWNER, without prejudice to any other rights or remedy it may have, may, by ten days' notice to the CONTRACTOR, terminate the employment of the CONTRACTOR and his rights to proceed, either as to the entire work or (at the option of the OWNER) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by Contract or otherwise, as the OWNER may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the CONTRACTOR hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and damages for delay), such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR and his sureties shall be liable to the OWNER for such excess. If the right of the CONTRACTOR to proceed with the work is so terminated, the OWNER may take possession of, and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefore. If the OWNER does not so terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue the work.

5.6.2 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate this CONTRACT AGREEMENT. In such case, CONTRACTOR shall be paid (without duplication of any items) the following:

- (a) for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- (b) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) for amounts paid in settlement of terminated contracts with Subcontractors, Suppliers, and

others (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs incurred in connection with termination of contracts with Subcontractors and Suppliers); and

(d) for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

- 5.6.3. If the OWNER terminates the Contract under the provisions of paragraph 5.6.1 and is later found to have terminated the Contract improperly, then the Contract shall be considered to have been terminated in accordance with paragraph 5.6.2.

SECTION 6 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

6.1 GENERAL

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the ENGINEER or persons other than the CONTRACTOR shall in no way relieve the CONTRACTOR of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures and for providing a safe place for the performance of the work by the CONTRACTOR, subcontractors, suppliers and their employees and for access, use, work or occupancy by all authorized persons.

The duties and obligations imposed by these General Conditions, in particular but without limitation the warranties, guarantees and obligations imposed by Paragraphs 3.11 B and 6.18 and the rights and remedies available to the OWNER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights or remedies which are otherwise imposed or available by law, or special guarantee or by other provisions of the Contract Documents.

6.2 APPLICABLE LAWS AND REGULATIONS

In all matters not otherwise specified, the Contract shall be subject to the applicable provisions of all Acts of Congress of the United States and of the State in which the work is to be performed, the rules and regulations of the Federal and State governments, the building code and other ordinances of the municipality or other local authority in which the work is located, and the requirements imposed by any required permits.

Whenever Federal and/or State grant funds are involved in a project, the CONTRACTOR will be required to comply with the regulations of all such funding agencies. He shall be required to submit all forms and certifications requested by such agencies, and shall cooperate fully with all representatives of such agencies.

All work performed for public bodies within the State of New Jersey, for construction, reconstruction, repair or maintenance shall utilize only steel produced in the United States (in accordance with Act Number 3-1978, the "Steel Products Procurement Act").

6.3 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR shall procure all permits and licenses such as, but not limited to, permits authorizing the moving of heavy equipment, except as otherwise indicated, and shall pay all charges and fees and give all notices necessary and incident to the proper and lawful prosecution of the work. He shall also obtain and supply to the OWNER all certificates required to show that the work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters, or such other like bodies, as the Specifications may require directly or by implication. When the work performed affects the property or facilities of public utility or other corporations or of private persons, he shall obtain from such corporations or persons, if required, statements that the work has been performed satisfactorily so far as their interests are affected and that all claims therefore have been settled by the CONTRACTOR and deliver such statements to the OWNER.

When new construction is adjacent to or crosses highways, railroads, streets or utilities under the jurisdiction of State, County, Township or other public agency, public utility or private entity, the CONTRACTOR shall 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 shall replace or repair all existing facilities 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.

6.4 STRUCTURES OR WORK IN NAVIGABLE STREAMS

The Contractor shall secure permits from the United States Government for any necessary construction work or other activity relative to use of any navigable stream. Occupancy permits for permanent lines, structures or improvements will be obtained by the OWNER.

The CONTRACTOR shall place and maintain all signals required by the Federal Government or as otherwise ordered.

6.5 PERMITS AND INSPECTION CHARGES

The OWNER shall be responsible for obtaining all occupancy permits and for the payment of all fees relative thereto required by the various issuing agencies for the installation and location of utility lines in the rights of way of roads, railroads and other thoroughfares. The CONTRACTOR shall be responsible for compliance with all requirements and/or conditions set forth or established by Occupancy Permits obtained by the OWNER. The CONTRACTOR shall determine, in particular, the requirements relative to road, stream and railroad crossings. Charges for inspection, and inspection-related expenses levied by the State of New Jersey, municipalities, counties, railroads and other agencies will be paid by the CONTRACTOR unless otherwise indicated in the Detail Specifications.

The OWNER shall not be responsible for obtaining blasting permits. All efforts to obtain these permits and the costs associated therewith shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall comply with all current requirements and regulations of the State of New Jersey, County, and local agencies having jurisdiction.

Any local road bonds required by counties or municipalities shall be furnished and paid for by the CONTRACTOR.

6.6 PROJECT SIGNS

Unless specified otherwise in the Detail Specifications, each CONTRACTOR shall furnish and erect one (1) project sign, with the information set forth below being painted on both sides. Each sign shall be placed perpendicular to the main highway adjacent to the area of work, so that it can be noted by traffic moving in either direction.

The sign shall be of substantial construction and made of good quality, one-inch stock lumber with two-inch by one-inch strip molding around the outer edges, the signs to be at least four feet by six feet in dimension. The signs shall be erected on two-inch by four-inch uprights, carefully braced and placed in the ground to the required depth.

The entire sign on both sides shall be given a priming coat of oil paint, two coats of white oil paint and lettering placed on each side of the sign containing, essentially, the following information:

Township of Hamilton
Atlantic County, New Jersey
2023 Community Development Block Grant
BID#2024-04

MAYOR
Art Schenker

TOWNSHIP COMMITTEE
Robert Laws, Deputy Mayor
Richard Cheek
Carl Pitale
Dr. Witherspoon

The following additional wording shall appear on the project sign:

FUNDING FOR THIS PROJECT HAS BEEN PROVIDED
THROUGH THE ATLANTIC COUNTY CONSORIUM BY A
COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT
UNITED STATES GOVERNMENT"

DENNIS LEVINSON, ATLANTIC COUNTY EXECUTIVE

MAUREEN KERN, CHAIRWOMAN
ATLANTIC COUNTY BOARD OF CHOSEN FREEHOLDERS

The wording is subject to final approval and may be revised prior to actual initiation of the work.

The CONTRACTOR shall, in addition to the foregoing signs, provide all other signs in accordance with detailed instructions as required when any other Federal and/or State grants are involved in the project. The CONTRACTOR shall protect and maintain the signs in good condition throughout the life of the project.

6.7 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the OWNER or any public authority for a period of three months without act or default of the CONTRACTOR or any of his agents, servants, employees or subcontractors, the CONTRACTOR may, upon ten days notice to the OWNER, discontinue his performance of the work and/or terminate the Contract, in which event the OWNER shall pay the CONTRACTOR only for the work performed.

6.8 UNDERGROUND STRUCTURES

6.8.1 CONTRACTOR'S BID

Regarding the anticipated or possible interference of existing utilities and other underground structures, the CONTRACTOR'S bid is to be based upon the information shown on the Contract Drawings and/or described in the Specifications and/or which is visibly evident. However, the CONTRACTOR must realize that the information regarding existing utilities contained in the Plans and Specifications may be incomplete and inaccurate. Neither the OWNER nor ENGINEER make any warranty or representation that this information is accurate and the CONTRACTOR assumes all risks that the underground structures and utilities as shown may be inaccurate and that other structures and/or utilities than those shown or described may be encountered. The CONTRACTOR hereby distinctly agrees that the OWNER is not responsible for the correctness or sufficiency of any such information given. The CONTRACTOR must, as part of this Contract make his own independent utility investigations and must locate all known existing utilities and underground structures without reliance on the information given in the Plans and Specifications. The CONTRACTOR shall make no claim for delay or damages against the OWNER or ENGINEER on account of or incorrectness of information given, or on account of the insufficiency or absence of information regarding structures or utilities either revealed or not revealed by the Drawings or Specifications.

6.8.2 UNDERGROUND UTILITY PROTECTION

(a) General

The CONTRACTOR shall adhere to all the requirements of the State of New Jersey. A summary of the CONTRACTOR's responsibilities are as follows.

It shall be the duty of each CONTRACTOR who intends to perform excavation or demolition work within the State of New Jersey:

6.8.3 SUBSURFACE EXPLORATION BY CONTRACTOR

It shall be the responsibility of the CONTRACTOR to determine the exact location of all existing underground structures and utilities such as pipes, drains, sewers, electric lines, telephone lines, cable TV lines, gas lines and water lines and the character of all soil materials and conditions before actual construction commences. In addition to any requirements imposed by law, the CONTRACTOR is responsible to perform such subsurface excavation and/or other investigations as will fully inform him of the location of all underground structures and utilities and the character of all soil materials and conditions.

6.8.4 PROTECTION OF EXISTING UTILITIES

The CONTRACTOR shall exercise extreme care to protect all buried, surface and aerial utilities and utility service connections encountered during the work. All facilities and utilities shall be assumed to be in use. The CONTRACTOR shall comply with the requirements of the State of New Jersey and shall contact all USERS where utilities are indicated on the Contract Drawings, in the Specifications, are on file with the County, or can otherwise reasonably be expected to exist. After confirmation of the exact location of the existing facilities by the USER, the CONTRACTOR may proceed with the work. If a USER fails to locate its facilities, the CONTRACTOR shall use prudent techniques (including hand dug test holes) to locate said USER'S facilities. All existing utilities and service connections damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR or the USER to the satisfaction of the USER and the OWNER and at no additional expense to the OWNER.

The CONTRACTOR shall be responsible for and bear all costs of protecting all structures and utilities, both above the ground and below the ground, within and outside the right of way, and all costs of any required relocation of any structures or utilities, and shall repair any damage to any structure or utility to the satisfaction of the USER thereof at no additional expense to the OWNER.

The CONTRACTOR shall have the responsibility of providing special means to brace and hold the telephone poles and electric power poles in place during the construction.

Materials for temporary support, adequate protection and maintenance for all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the CONTRACTOR at his own expense.

6.8.5 OBSTRUCTIONS BY UNDERGROUND UTILITIES AND STRUCTURES

Where the grade or alignment of a new pipeline or a new structure is obstructed by existing utility structures such as conduits, ducts, pipes, branch connections to main sewers, or main drains, the obstruction shall be permanently supported, relocated, removed or reconstructed by the CONTRACTOR in cooperation with the USERS of such utility structures.

If a design profile is part of the Contract, no deviation shall be made from the profile except with the consent of the OWNER.

Existing pipes or conduits crossing the trench or otherwise exposed shall be adequately braced and supported to prevent trench settlement from disrupting the line or grade of the pipe or conduit, all in accordance with the directions of the USER and OWNER. Utility services broken or damaged shall be repaired at once to avoid inconvenience to customers. Storm sewers shall not be interrupted overnight. Temporary arrangements, as satisfactory to the OWNER and USER, may be used until any damaged items

can be permanently repaired. All items damaged or destroyed by construction and subsequently repaired must be properly maintained by the CONTRACTOR until accepted by the USER.

6.8.6 RELOCATION OF EXISTING UTILITIES

Where it is necessary to relocate an existing utility or structure, the work shall be done in such a manner as is necessary to restore it to a condition equal to that of the original facility. No such relocation shall be done until approval is received from the USER or owner of the utility or structure being changed.

6.8.7 ADDITIONAL COMPENSATION FOR ADJUSTMENTS DUE TO UNDERGROUND UTILITIES AND STRUCTURES

The CONTRACTOR shall not make any claim for additional compensation for utility adjustments or adjustments to the project as designed on account of underground utilities or underground structures unless the CONTRACTOR first meets the following conditions:

(a) The CONTRACTOR must have complied with the requirements of the State of New Jersey and these Specifications in locating all utilities shown on the Contract Drawings, indicated in the Detail Specifications, on file with the County, or which can be assumed to exist because of visible evidence in the vicinity of the work.

(b) The CONTRACTOR must have notified the OWNER of a potential claim for extra compensation prior to performing any work for which such claim may be made, and shall have received instructions from the OWNER regarding the method of proceeding with the work. If the CONTRACTOR fails to notify the OWNER, then the entire cost of protecting the utility, repairing the utility, relocating the utility, or relocating the new pipeline shall be borne by the CONTRACTOR.

(c) The CONTRACTOR must provide evidence that the location of an underground structure or utility is substantially different from the location as shown on the Contract Plans and will interfere with the construction of the project to the extent that the project cannot be constructed as designed. The phrase "substantially different" shall, for the purposes of this Paragraph, be defined to mean more than 18 inches horizontally from the location indicated on the Contract Plans. If, and only if, the Contract Plans include a profile of the proposed facility and the assumed exact location of the existing utility or underground structure is shown on that profile, then the phrase "substantially different" shall be expanded to include those existing utilities or underground structures which occupy the same vertical space as the proposed facility was designed to occupy.

The CONTRACTOR shall make no claim for any additional compensation whatsoever regarding interference, repair or relocation of an existing utility or underground structure if the utility or underground structure is shown in the proper location on the Plans, is described in detail (not just included in a list) in the Specifications, or its exact location can be obtained from visible evidence in the vicinity of the work.

The CONTRACTOR shall make no claim, and no such claim will be approved, for delays resulting from interference by utilities.

6.9 SURVEYS

Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points and stakes.

6.10 LANDS BY CONTRACTOR

Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his apparatus and storage to such additional areas as he may provide at his expense. Releases shall be obtained by the CONTRACTOR, with copies to the OWNER, from owners of property so utilized.

6.11 PRIVATE AND PUBLIC PROPERTY

In no case shall the CONTRACTOR remove fences or buildings or trespass in any way upon private property without first having entered into an agreement with the owner of the property for such privileges and having filed a certified copy of same with the OWNER. Such agreement shall contain a provision whereby the CONTRACTOR is given the right to remove or level down any unsightly pile or piles of material from excavation placed thereon by virtue of said agreement between the CONTRACTOR and the property owner. He shall be responsible for any damage to property due to extending embankment or cut beyond the limits indicated by the slope stakes. He shall take all proper precautions to preserve all adjacent public and private property and shall protect all land and monuments and property markers until the same have been properly referenced. Where the construction operation necessarily interferes with access to adjoining private property, the CONTRACTOR, at his own expense, shall provide other suitable means of access. Releases shall be obtained by the CONTRACTOR, with copies to the OWNER, from owners of property so utilized.

6.12 REPORTS, RECORDS AND DATA

The CONTRACTOR and each of his subcontractors shall submit to the OWNER such schedules of quantities and costs, schedules, payrolls, reports, estimates, records and other data as the OWNER may request, relative to the work under this Contract.

The CONTRACTOR shall at all times keep at the site of the work at least one copy of the Plans and Specifications for use in the guidance of the work and for reference purposes by the ENGINEER or OWNER'S representatives.

6.13 MATERIALS AND EQUIPMENT - SOURCES OF SUPPLY

The CONTRACTOR shall furnish only materials and equipment which conform to the Specifications and any Addenda thereto. Immediately after signing the Contract Agreement the CONTRACTOR shall furnish to the ENGINEER a complete statement of the origin, composition, manufacture and proposed sources of supply for all materials and equipment required for this work, whether supplied by the CONTRACTOR or by any subcontractor. The statement shall include the CONTRACTOR's certification that all materials and equipment will conform to the Specifications. In addition, the CONTRACTOR shall provide six copies of installation, operation and maintenance instructions for each piece of equipment to be furnished. Substitution of alternate equipment to that specified may be requested by the CONTRACTOR, but such request shall include a change in Contract Price for furnishing and installation of such equipment, together with all pertinent equipment specifications.

When required by the Specifications, shop drawings for equipment shall be submitted to the ENGINEER for his review. Shop drawings shall be accompanied by the CONTRACTOR's certification that he has reviewed and checked the shop drawings and found them to conform to the Specifications.

The CONTRACTOR shall submit promptly to the ENGINEER six copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the ENGINEER and the return thereof, the CONTRACTOR shall make such corrections to the drawings as have been indicated and shall furnish the ENGINEER with six corrected copies. If requested by the ENGINEER, the CONTRACTOR must furnish additional copies. Regardless of corrections made to such drawings by the ENGINEER, the CONTRACTOR will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the ENGINEER in writing of any deviations at the time he furnishes such drawings.

6.14 EXAMINATION AND TESTING

All materials and workmanship, if not otherwise stipulated, shall be subject to inspection, examination and test by the ENGINEER and other authorized representatives of the OWNER at all times before, during or after preparation, during the progress of the work, or after the work is completed. The CONTRACTOR, upon request, shall furnish samples of any and all materials in such quantities as may be required properly to determine their quality and suitability for use in work to be done under this Contract.

All required tests of materials shall be paid for by the CONTRACTOR, unless otherwise indicated. The selection of bureaus, laboratories and/or agencies for the inspection and testing of supplies, materials or equipment shall be subject to the approval of the OWNER. Satisfactory documentary evidence that the materials have passed the required inspection and tests must be furnished to the OWNER.

All materials entering permanent structures, upon which the strength, life or durability depends, shall be tested. The CONTRACTOR shall supply proof of and guarantee the fitness of the materials for the uses to which he places them. In general, tests shall be performed by a reputable commercial testing laboratory acceptable to the ENGINEER. Where small quantities of such materials are required, certified tests of the manufacturer will be accepted if made by a qualified person in his employ and the reports carry his notarized signature. The extent of testing is more fully outlined in the Contract Documents.

6.15 SPECIFIED BRANDS OF MATERIALS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned

in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers and such other, it is intended merely to establish a standard; and any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the ENGINEER, of equivalent substance and function. It shall not be purchased or installed by the CONTRACTOR without the ENGINEER'S written acceptance.

If it is indicated in the Specifications that the CONTRACTOR may furnish or use a substitute that is equivalent to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will promptly after the award of the Contract, make written application to the ENGINEER for acceptance of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written acceptance by the ENGINEER who shall be the judge of equality.

The cost of all tests and expense of the ENGINEER in witnessing tests and modifying Plans to suit approved substitute equipment shall be borne by the CONTRACTOR. Should it be necessary to modify the work under this Contract or any other Contract to house or install the substitute equipment, it shall be this CONTRACTOR'S responsibility to complete all arrangements, including payment therefore, in order that the substitute equipment may be properly incorporated into the overall contract work.

6.16 TITLE TO MATERIALS

The CONTRACTOR or subcontractor shall not furnish any material for the work that is subject to a chattel mortgage or subject to conditions or interest retained by the seller. The material or equipment must be free of all encumbrances.

All surplus materials and equipment removed or replaced under this Contract shall become the property of the CONTRACTOR unless otherwise indicated in the Detail Specifications.

When requested, the CONTRACTOR shall furnish to the OWNER a Release of Liens from the CONTRACTOR (as prime contractor) and Releases of Liens from Subcontractors and Material Suppliers. Said releases shall be on forms provided by the OWNER and shall be executed by officers having the authority to do so on behalf of the named entity and shall be properly notarized.

6.17 PATENTS, ROYALTIES AND LICENSES

The CONTRACTOR shall hold and save harmless the OWNER and its officers, agents, servants and employees from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the OWNER, unless otherwise specifically stipulated in the Contract documents.

License and/or royalty fees for the use of a process which is authorized by the OWNER must be

reasonable and paid to the holder of the patent or his authorized licensees directly by the OWNER and not by or through the CONTRACTOR.

If the CONTRACTOR uses any design, device or material covered by letters patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The CONTRACTOR and/or his sureties shall indemnify and save harmless the OWNER from any and all claims for infringement by reason of the use of such patented or copyright design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the OWNER for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

6.18 SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will be responsible to see that the finished work complies accurately with the Contract Documents.

The CONTRACTOR will keep on the work at all times during its progress as his agent, a competent English-speaking superintendent who shall not be replaced without written notice to the OWNER and ENGINEER, except under extraordinary circumstances. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

It is expressly understood that whenever the terms "superintendence" or "supervision" are used in these Contract Documents, they shall mean the superintendence or supervision provided by the CONTRACTOR. Any visits to the site by the ENGINEER, his representatives, the OWNER, his representatives, or the daily presence of the Resident Project Representative shall not be construed as superintendence or supervision of the project. It is also expressly understood that all superintendence or supervision is provided by and is the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall supply, at his own expense, all labor and materials, scaffolds, transportation, runways, water, irons, connections, hoists, tools, structures, etc., of every kind and description, unless otherwise specified, that may be necessary for the completion of the work.

The CONTRACTOR shall be responsible for the correlating and control of the various subcontractors and his own work, so that no part will be left in an unfinished condition owing to disagreement between the various subcontractors as to where the work of one begins and ends, with reference to the work of another. Should the work of one subcontractor require the cutting or repairing of the work of another subcontractor, the CONTRACTOR shall be responsible for the expense of all such requirements and alterations.

6.19 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

The CONTRACTOR shall have charge of and be responsible for the entire work until completed and accepted by the OWNER. He shall make no assignment of this Contract without the written consent of the OWNER. He shall give his personal supervision to the faithful prosecution of the work; he shall keep it

under his own control; and he shall have a competent representative or foreman on the work who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract Agreement and to supply materials, tools, equipment and labor without delay. However, the OWNER, upon request will be permitted to use and/or operate all or a portion of the project before final acceptance of same.

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the OWNER, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of two years or within such longer period as may be prescribed by Law or by the Detail Specifications from the date of final acceptance of the work. The OWNER will give notice of observed defects within reasonable promptness.

All loss or damage arising out of the nature of the work, or any damage to the work itself to be done under this Contract or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the CONTRACTOR.

6.20 LIGHT, HEAT, POWER AND WATER

Unless expressly otherwise stated, the CONTRACTOR shall arrange for, supply and maintain, at his own cost, all light, heat, power and ample water supply required for the proper prosecution and completion of the Contract.

When the nature of the work is such that its prosecution interrupts or interferes with existing lighting (including navigation signals), heating, power or water facilities, unless otherwise expressly stated, the CONTRACTOR shall supply and maintain acceptable temporary facilities until the regular facilities again can function or until new facilities are in operation.

6.21 SANITARY PROVISIONS

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Departments of Health. It shall be the duty of the CONTRACTOR to see that these regulations are enforced. He will be held responsible for damages due to failure to observe sanitary precautions.

6.22 SAFETY PROVISIONS

In accordance with generally accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously twenty-four hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage,

injury or loss to:

all persons on the Work site or who may be affected by the Work;

all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

The duty of the ENGINEER to observe the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on or near the construction site.

If the ENGINEER observes a hazardous situation he may, but will not have the duty to, report the hazardous situation to the CONTRACTOR, OWNER and/or any Federal, State or local authority having jurisdiction over safety matters. If the ENGINEER does report such situation this shall not constitute assumption of responsibility for job safety in this or any other situation and the CONTRACTOR will remain solely responsible for the methods and means of construction and for safety conditions.

The CONTRACTOR and subcontractors shall comply with the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54). In addition, the CONTRACTOR and subcontractors shall comply with the regulations of any State and/or Federal agency having jurisdiction. The OWNER and/or ENGINEER will in no way be liable or accept liability for any defaults of the CONTRACTORS of the said standards set out in said legislation or regulations.

6.23 WORK DURING AN EMERGENCY

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the OWNER of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

6.24 WARNING SIGNS AND BARRICADES

The CONTRACTOR shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

6.25 PUBLIC CONVENIENCE

The CONTRACTOR shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure

the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches which shall not be obstructed.

6.26 PROTECTION, SUPPORT AND MAINTENANCE OF STRUCTURES

The CONTRACTOR and subcontractors shall comply with the requirements of the State of New Jersey, which requires proper location of Underground Facilities and utilities prior to any excavation activity.

The CONTRACTOR shall so conduct his operations as not to damage existing structures or work installed either by him or by other Contractors. In case of any such damage resulting from his own operation, he shall repair and make good as new the damaged portions at his own expense.

The CONTRACTOR shall maintain the service of, shore up, sling, support, protect and make good, as directed, all water pipes, gas pipes, service pipes, sewers and sewer connections, conduits, manholes, drains, vaults, buildings, tacks or other structures and substructures of municipalities and public utility companies, and all service lines and structures, including substructures of private abutting owners that are located within the lines of the improvements which may be liable to disturbance or injury during the progress of the work. He shall furnish and place all necessary supports and shall supply all labor and materials necessary to reconnect and restore to the condition existing at the time they were uncovered all such structures which became disturbed or damaged at his own expense.

Where underpinning or other removals are specified or where the safety of adjacent or adjoining structures require, the CONTRACTOR shall furnish all labor, material and appliances for shoring. Shoring material shall be sound timber or of steel designed to safely carry the loads; shall be wedged in place to prevent movement of the structures or shoring; and shall be braced where necessary. The CONTRACTOR shall not transfer the load to be supported to the shoring until the same is approved by the OWNER, which approval shall not relieve the CONTRACTOR from any responsibility in connection with this work. Shoring shall not be removed until the permanent work is in proper condition to receive the load.

Where ground water exists in quantity or during heavy rains, floods or high water, the CONTRACTOR shall fill all completed or partially completed structures with water to prevent floating or damage to same, or shall provide other types of approved protection, including sewers and pipelines.

6.27 WEATHER CONDITIONS

If a temporary suspension of work should occur during inclement weather, the CONTRACTOR shall protect carefully all work and materials under his Contract against damage or injury from the weather. If, in the opinion of the ENGINEER, damage results to either the work or materials by reason of failure on the part of the CONTRACTOR to protect his work, such materials or work will be removed and replaced by and at the expense of the CONTRACTOR.

6.28 PROTECTION AGAINST FREEZING

All concrete work during cold weather shall be performed in strict accordance with the Standard Specifications relating to concrete work.

During the winter months, the footings of all walls, piers and foundations shall be banked with at least two feet of straw and covered over with sand or loam. This protection shall be maintained until all danger from freezing has passed.

6.29 REMOVAL OF WATER

The CONTRACTOR shall at all times during the construction of the work and at the completion for final inspection, provide and maintain ample means or equipment with which to promptly remove and properly dispose of all water entering the excavation or other parts of the work, and keep said excavation dry until the structures to be built therein are completed. No masonry shall be laid in water and water shall not be allowed to rise over masonry until the concrete or mortar has set at least twenty-four hours. All water pumped or drained from the work hereunder shall be disposed of in a suitable manner without damage to adjacent property or to other work under construction, and in accordance with the provisions of these Contract Documents. Such sewers as are built as a part of this Contract may be used for the removal of water, under conditions acceptable to the ENGINEER, but such drains or outlets shall be left in a clean and satisfactory condition at the expiration of the Contract.

6.30 CONTRACTOR TO PROVIDE WATCHMEN

When the construction work to be done under this Contract is in such proximity to important buildings, railroads, highways or other structures that they may be endangered by slips or blasting, the CONTRACTOR shall provide and place such watchmen as may be required for the safety of persons and property and, in addition, as may be ordered. No additional compensation will be allowed the CONTRACTOR for the services or cost of any such watchmen.

When indicated in the Detail Specifications or when a series of losses or damage to the work deems it necessary, the CONTRACTOR shall provide the services of a security guard or watchman during all times when work is not in progress. In the case of a project wherein several contracts are required to complete the work (e.g. general, mechanical, electrical, etc.), it shall be the responsibility of the General Contractor to provide the services of such watchmen or guards.

6.31 FIRES, SIGNS, LOADING AND REFUSE

The CONTRACTOR shall promulgate and enforce rules to prevent and it shall be his duty to prevent:

- a. the lighting of open fires in or near any structures;
- b. the erection on or near the work of any sign, billboard or advertisement by the CONTRACTOR or his subcontractors, except by written order or permission;
- c. the loading of any part of a structure with a weight greater than it will safely bear;
- d. the leaving of any refuse on or in the vicinity of the work which will attract mice, rats or vermin.

6.32 USE OF PREMISES AND REMOVAL OF DEBRIS

The CONTRACTOR expressly undertakes, at his own expense:

- a. to take every precaution against injuries to persons or damages to property;
- b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- c. to place upon the work, or any part thereof, only such loads as are consistent with the safety of that portion of the work;
- d. to frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- e. before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, construction materials and tools of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- f. to affect all cutting, fitting or patching of his work required to make the same to conform to the Plans and Specifications, and, except with the consent of the ENGINEER, not to cut or otherwise alter the work of any other CONTRACTOR.

Note: If adequate specifications on erosion and sedimentation control are contained in Technical Specifications, agencies may wish to delete the following section. If "Special Conditions" are normally inserted in contracts, this section may be included there.

6.33 EROSION AND SEDIMENTATION CONTROL

6.33.1 REQUIREMENTS FOR EROSION AND SEDIMENTATION CONTROL

In the execution of this work the CONTRACTOR shall take suitable precautions to prevent erosion and siltation and any other pollution of the waters of the State of New Jersey. Improper construction practices such as the following are specifically prohibited:

Dumping of spoil material into the stream or on the banks thereof where it may wash or slide into the stream.

Excessive or unnecessary operation of equipment in the stream.

Pumping of silt-laden water from excavations into the stream.

Disposal of trees, brush and other debris into the stream.

Altering the flow line of the stream.

Work in streams will not be permitted until all necessary permits have been received by the OWNER and the CONTRACTOR has agreed to said permit conditions.

All work in the floodplain and stream areas shall be performed in accordance with the requirements established by the State of New Jersey, the County and local municipality. The work in the floodplains shall be performed only when the stream is at or below normal level. The procedure to be followed for crossing the open channel portion of the stream is as follows:

A backhoe sitting off to one side of the stream will be used to excavate the trench across the stream. Random crossing of the stream will not be permitted. The flow will be diverted only to the extent necessary to perform the excavation.

The location of sanitary facilities over or adjacent to streams, wells or springs is prohibited.

All operations shall be conducted in such a manner to minimize turbidity in the stream at and below the site of the work. The requirements on turbidity as established by the State of New Jersey shall be met.

Prior to blasting in the vicinity of a stream, the CONTRACTOR shall obtain a permit from the State of New Jersey and the CONTRACTOR shall comply with the rules and regulations of said State governing the use of explosives.

The backfilling of the trench in which the pipe will be laid shall be done so as to eliminate the formation of a permanent ridge in the stream bed.

Installation of the pipeline shall proceed in such a manner as to expedite completion of the entire crossing as one operation to include removal of the excess material from the stream channel and the restoration and seeding of the disturbed bank areas.

The CONTRACTOR shall communicate with the State of New Jersey prior to starting the work and shall comply with the rules and regulations of said State relative to eliminating any objectionable turbidity during installation of the pipeline.

The CONTRACTOR shall reduce by the greatest extent practicable the area and duration of exposure of readily erodible soils.

The CONTRACTOR shall protect the soils by use of temporary vegetation or seeding and mulch, or by accelerating the establishment of permanent vegetation. Complete and protect segments of work as rapidly as is consistent with construction schedules.

The CONTRACTOR shall retard the rate of runoff from the construction site and control disposal of runoff.

The CONTRACTOR shall trap sediment resulting from construction in temporary or permanent silt holding basins. This includes pump discharges resulting from dewatering operations.

The CONTRACTOR shall sprinkle or apply dust suppressors, or otherwise keep dust within tolerable limits on haul roads and at the site.

The CONTRACTOR shall use temporary bridges or culverts where fording of streams is necessary. Borrow areas should be at a location where pollution from the operation can be minimized. Locations should be avoided where pollution would be inevitable.

Should construction operations be suspended for any appreciable length of time, temporary measures for the control of erosion must be utilized.

Provision shall be made for protection against discharge of pollutants such as chemicals, fuel, lubricants, sewage and such other materials into the stream.

6.33.2 METHODS FOR EROSION AND SEDIMENTATION CONTROL

Methods which shall be used to prevent erosion and resultant sedimentation are as follows:

- a. No trees may be removed from stream banks.
- b. Topsoil will be stripped, stockpiled and protected.
 - c. Stone riprap will be placed on disturbed portions of stream banks at stream crossings in order to maintain the original alignment thereof.
 - d. Ditches will be backfilled as specified and brought to the original ground surface elevation, the top layers being from the stripped topsoil stockpile.
 - e. All usable sod and landscaping materials will be replaced on the excavation areas, or a seeding of ryegrass made on the fertilized backfill areas.
 - f. Critical area vegetation stabilization - Critical areas are those in which cutting, filling and grading soils with heavy equipment often results in the exposure of soils and subsoils. Certain conditions resulting from such exposure, such as acidity, low fertility, compaction, or dryness or wetness, which are unfavorable to plant growth, often prevail. Excessively long slopes and steep grades are often encountered or created. Water disposal structures are normally subjected to hydraulic forces requiring both special establishment techniques and grasses which have high resistance to scouring. However, plants and techniques are available to provide both temporary and permanent protective cover on these difficult sites. These are:

Temporary Measures - These involve seeding with fast growing annuals such as rye, ryegrass, Sudan grass or other locally adopted vegetation which provides quick protection yet can be worked into the soil when the site is prepared for final seeding of a permanent species. An alternative method is the application of mulch which can be removed, worked into the soil, or successfully overseeded with permanent grass and legume species. Seeding rate will be 4 pounds per 1,000 square feet and mulching rate will be 1 bale per 1,000 square feet for straw or 35 pounds per 1,000 square feet for fiber.

Materials that may be used as mulch includes straw, fiberglass, wood chips or fiber, and mechanically sprayed asphalt wood fiber slurry, and plastics or other synthetics.

Permanent Vegetation - For both sodding and seeding, there is a fairly wide choice of grasses, legumes and other plants for use on critical areas. The final choice of species should be determined by weighing such factors as adaptability, use, aesthetic requirements, a degree of maintenance that can be expected and other special considerations.

g. Diversions - A diversion consists of a channel or ditch and a ridge constructed across a sloping land surface on the contour, or with predetermined grades to intercept and divert surface run-off before it gains sufficient volume and velocity to create harmful erosion. The water is collected and conveyed laterally along the diversion at slow velocity and discharged into a protected area or outlet channel.

h. Bench Terraces - Bench terraces are relatively flat surfaces constructed on sloping land or embankments to planned dimensions and grades. Bench terraces are applied along the contour with the length and width controlled by the natural terrain and the required erosion limitations.

i. Sediment Basins - The construction of an earth fill type dam downstream from a development area serves to regulate runoff and trap sediment. The sediment can be removed mechanically as the storage space behind the dam becomes filled, or sufficient space may be built into the structure to provide storage for its useful life. The whole structure can be removed after stability is reached in the development area, or it can be retained and maintained to enhance the area.

j. Installation of straw bale barriers.

All protection devices shall be installed prior to the performance of any work in the area and will be removed after completion of the work.

The suitable precautions used will depend on the many variables encountered during construction. The ENGINEER will determine the method or methods to use to prevent erosion and the resultant siltation.

As the work proceeds, the disturbed area shall promptly be graded in such a manner as to minimize erosion and shall be seeded with a type of vegetation accepted by the ENGINEER as appropriate to the site.

All areas on which grading and final preparations prior to seeding are completed after October 15th will be well mulched and protected from erosion until such time in the spring of the year when effective seeding can be undertaken.

No areas of bare, unvegetated or unpaved soil will be exposed for a period of time exceeding twenty calendar days.

In addition, any principles stated by the State of New Jersey, and as set forth in the Erosion and Sedimentation Control Plan prepared and approved for the project, shall hereby be made a part of the Contract Documents as the guide and standards for the techniques to be followed for the control of erosion and sedimentation.

6.34 EMPLOYMENT REQUIREMENTS

The provisions of this section may be superseded or supplemented by the General Conditions--Part II--Federal Requirements. Certain thresholds of project size in dollars will trigger compliance with federal statute and/or regulations. The OWNER has established certain minimum levels of participation of minority and female individuals for each construction trade (see General Conditions--Part II.) The CONTRACTOR agrees that all applicable portions of the General Conditions--Parts I and II will apply to this Contract.

A. Equal Employment Opportunity

(1) The CONTRACTOR will be required to comply with Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60-1.4); the President's Executive Order 11246, 29 CFR Part 30, and all related laws, amendments and regulations of the Federal and State governments as relate to equal employment opportunity.

(2) The CONTRACTOR shall not discriminate against any applicant for employment, employee or any independent CONTRACTOR or any other person because of race, color, religious creed, ancestry, national origin, age, sex or family status.

(3) The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not 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.

(4) The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices setting forth the provisions of this nondiscrimination clause.

(5) The CONTRACTOR shall in solicitations or advertisements placed by him or in his behalf state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

(6) The CONTRACTOR shall send each labor union or workers' representative with which he has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of his commitment to this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notices shall be sent to every other source of recruitment utilized by CONTRACTOR.

(7) It shall be no defense to a finding of a noncompliance with Executive Orders indicated in Paragraph 6.34 A (1) above or any Regulations issued pursuant to said Executive Orders of this nondiscrimination clause that the CONTRACTOR had delegated some of his employment practices to any union, training program or other source of recruitment which prevents him from meeting his obligations.

(8) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the CONTRACTOR will be unable to meet his obligations under Executive Orders or any Regulations issued pursuant to said Executive Order or this nondiscrimination clause, the CONTRACTOR shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, national origin, sex or age, taking affirmative action to obtain qualified minority group persons.

(9) The CONTRACTOR shall comply with all rules, regulations and orders issued by Federal and State governments relating to laws prohibiting discrimination in hiring or employment opportunities. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation or order of Federal or State governments, or as otherwise provided by law.

(10) The CONTRACTOR shall furnish all information and reports required by Federal or State governments and will permit access to his books, records and accounts by appropriate agencies, for purposes of investigation to ascertain compliance with provisions of Executive Orders indicated in Paragraph 6.34 A (1) or any Regulations issued pursuant to said Executive Orders or this nondiscrimination clause.

(11) The CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(12) The CONTRACTOR shall include the provisions of Paragraphs 6.33 A (1) through 6.33 A (10) in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor or other person.

(13) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued pursuant to Executive Order 1972-1 and Executive Order 11246.

B. Employment of Local Labor

It shall be the CONTRACTOR'S responsibility, to the maximum extent practicable, to provide

new job opportunities for the unemployed and under-employed in the area in which the project is located, and the CONTRACTOR shall insert a similar provision in each construction subcontract for this project. Where federal funding is involved, certain efforts and information are mandated by Federal statute and by grant agency regulations. The CONTRACTOR's attention is directed to the **General Conditions - Part II**.

C. Minimum Wage Rates

The minimum wage rates for each craft or classification of all workers needed to perform this Contract during the anticipated term hereof shall, where applicable, be governed by either the "Davis Bacon Act" (40 U.S. Code 276(a)). The CONTRACTOR'S attention is directed to this statute so that the applicable provisions shall be strictly adhered to in the performance of this Contract. Failure to adhere to the applicable provisions of these Acts shall be sufficient grounds for the OWNER to declare this Contract in default or to terminate this Contract. Projects funded with funds which are federal in origin will be subject to the provisions of the Federal Labor Standards Provisions. The provisions of the Davis-Bacon Act (40 USC 276a-276a-5), the Contract Work Hours and Safety Standards Act (40 USC 327-333), and the Copeland Anti-Kickback Act (40 USC 276c) will be enforced upon the CONTRACTOR. Certain efforts and submittal of information is required by federal statute and regulation. The CONTRACTOR's attention is directed to the **General Conditions--Part II**.

The minimum wage rates applicable to all Contracts, as established and to the extent available are included with the Contract Specifications.

D. New Jersey Prevailing Wage Requirements

All Contracts having an estimated or actual construction cost in excess of \$25,000 performed within the State of New Jersey which are not subject to the Davis Bacon Act, shall be subject to the New Jersey Prevailing Wage Act.

For Contracts subject to the provisions of the New Jersey Prevailing Wages, the Prevailing Wage Predetermination shall become a part of the Contract and all of the provisions of the New Jersey Prevailing Wages are included herein by reference.

The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the State of New Jersey must be paid to all workers employed in the performance of the Contract.

The CONTRACTOR shall pay no less than the wage rates as determined in the decision of the State and shall comply with the conditions of the State of New Jersey Prevailing Wage Act and any Regulations issued pursuant thereto, to assure the full and proper payment of said rates. All workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in these Specifications.

These provisions shall apply to all work performed on the Contract by the CONTRACTOR and to all work performed on the Contract by all SUBCONTRACTORS.

The CONTRACTOR shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

No workers may be employed on the public work except in accordance with the classifications set

forth in the decision. In the event that additional or different classifications are necessary, the procedure set forth by the State shall be followed.

All workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any CONTRACTOR, subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classifications. Nothing in the Contract, the Act, or these Specifications shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the State, to any workers on public work.

The CONTRACTOR and each subcontractor shall post for the entire period of construction, the wage determination decisions of the State, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages. The posted notice of wage rates must contain the following information:

- (1) Name of project.
- (2) Name of public body for which it is being constructed.
- (3) The crafts and classifications of workers listed in the State's general prevailing minimum wage determination for the particular project.
- (4) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- (5) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the CONTRACTOR and/or subcontractor are not complying with the Act in any manner whatsoever, they may file a protest in writing with the State within three (3) months of the date of the occurrence, objecting to the payment to any CONTRACTOR to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workers paid less than the rate specified in the Contract shall have civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

The CONTRACTORS and all subcontractors are required to submit, as a condition for the approval of periodic payments, a copy of the payroll document covering the project work period for which a progress payment is requested. This documentation is necessary in order for the Department to enforce the Contract requirement for the payment of the New Jersey Prevailing Minimum Wage Rates including the indicated fringe benefits. Payroll documents are to include the following information:

- (A) Names of all workers covered by the State of New Jersey.
- (B) Trade or craft by hours of time worked during the payment period.

(C) Hourly rate, plus mandatory fringe benefits, as required for the various trades or crafts under the minimum wage requirements.

The CONTRACTOR and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work, and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment, and shall be open at all reasonable hours to the inspection of the OWNER and to other authorized officials.

Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with the State, and only apprentices whose training and employment are in full compliance with the provisions of the State shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

Wages shall be paid without any deductions except authorized deductions. Employers not parties to a Contract requiring contributions for which the State has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Specifications, regardless of the average hourly earnings resulting therefrom.

Each CONTRACTOR and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the OWNER, under oath, and upon an approved form which will be supplied by the OWNER, certifying that all workers have been paid wages in strict conformity with the State provisions, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

6.35 MINORITY AND WOMEN BUSINESS ENTERPRISES

The promotion and encouragement of minority and/or women business enterprises is a commitment and objective of the OWNER. The goals and objectives of Executive Orders 11625 and 12138 will be enforced under this Contract. The CONTRACTOR agrees to abide by these Executive Orders and by the OWNER's Minority and Women Business Enterprise Plan (MBE/WBE Plan) and to involve Minority and Women Business Enterprises to the greatest extent feasible on the Project, either as subcontractors, material suppliers, or service providers. All records of solicitation and utilization of MBEs and WBEs will be kept and submitted to the OWNER by the CONTRACTOR as required by the OWNER's MBE/WBE Plan. The MBE/WBE Plan may be reviewed in its entirety at the office of the OWNER.

6.36 DATE OF STARTING AND COMPLETING WORK

The Contract Work shall be started immediately upon receipt of a written notice from the OWNER and shall be continued in full force until completion, unless approval to suspend work is granted by the OWNER or unless delays occur due to unfavorable weather. The work shall be completed in the number of days after the date of notice to proceed as indicated in the Contract Documents.

Before filing his bid, the Bidder shall have made all arrangements to be fully equipped to expeditiously carry on all work in case he is awarded a Contract and shall have made all arrangements to permit immediate transportation to the site of the work of all equipment, materials and other facilities required to execute the work. In scheduling his operations, the CONTRACTOR shall take into consideration all delays that may reasonably be expected to occur due to unfavorable weather; failure of public utilities or others to install, remove or adjust their structures when required; and the uncertainties prevailing on account of a national emergency in regard to obtaining critical materials and labor to complete the various portions of such work in time.

If the Notice To Proceed has not been issued within the time stated in the Instructions To Bidders or any extensions to said time, the Contract Time will commence to run no later than 45 days following issuance of the Notice of Award.

6.37 ORDER OF WORK

Where the order of work is stated in the Contract, the CONTRACTOR shall comply therewith unless given written permission to change such orders. Where the order is not so stated, the CONTRACTOR, before starting the work, shall submit to the OWNER a schedule setting forth the order in which he will start and complete the various portions of the work and, upon acceptance of said schedule, shall strictly conform thereto unless given written permission to depart therefrom.

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the CONTRACTOR shall deliver to the OWNER an estimated construction progress schedule, including schedule of shop drawings, in form satisfactory to the OWNER, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the CONTRACTOR in accordance with the progress schedule.

6.38 PROSECUTION OF WORK

The CONTRACTOR shall prosecute the work diligently, so that it may be completed as promptly as conditions may permit in an economical manner within the Contract period. If the work is not being prosecuted satisfactorily, in the judgment of the OWNER, the OWNER may after fifteen days' written notice to the CONTRACTOR, declare the CONTRACTOR in default and notify the CONTRACTOR'S Surety to proceed with the work accordingly, or, if he so desires, the OWNER may cancel the Contract and pay to the CONTRACTOR the price of the work actually completed as determined by the ENGINEER. Upon payment of such amount, all obligation of the OWNER shall be deemed as fulfilled and terminated.

6.39 COMPETENT WORKERS

The CONTRACTOR shall employ only competent and efficient laborers and first class mechanics or artisans for every kind of work, including supervision.

Whenever, in the opinion of the OWNER, any man is unfit to perform his task or does his work contrary to directions, or conducts himself improperly, the CONTRACTOR shall remove him from the work immediately and not employ him again on the project.

6.40 SUBCONTRACTING

The CONTRACTOR may utilize the services of qualified subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors specializing in the particular class of work.

The CONTRACTOR shall not award any work to any subcontractor without prior written approval by the OWNER, which approval will not be considered until the CONTRACTOR submits to the OWNER, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the OWNER, may require. The CONTRACTOR shall advise each approved subcontractor of his anticipated work schedule and payment schedule and shall inform him of the subcontractor's rights and duties with respect to the Payment Bond furnished under this Contract.

The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to bind subcontractors to the CONTRACTOR by terms of the General Conditions and other Contract Documents, insofar as applicable to the work of the subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents. All provisions of law and regulation, whether related to funding requirements or otherwise, shall apply equally to all subcontractors as well as prime CONTRACTORS.

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 nor the ENGINEER, an arbiter to establish limits to the contracts between CONTRACTOR and subcontractor.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the OWNER.

In the absence of good and sufficient reasons, within twenty days of the receipt of payment by the CONTRACTOR, the CONTRACTOR shall pay all subcontractors with whom he has contracted their earned share of the payment the CONTRACTOR received.

6.41 WORK BY OTHERS

The OWNER may perform additional work related to the project by himself, or he may let other direct contracts therefore which shall contain standard contract provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will inspect and promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

The CONTRACTOR will do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER.

If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract time, he may make a claim therefore and submit said claim to the ENGINEER for review.

6.42 COOPERATION OF TRADES

If, under this Contract, any part or parts of the work are called for to be furnished or erected by trades or classifications of mechanics other than those directly employed by the CONTRACTOR, it is expressly understood that the CONTRACTOR shall sublet such work or engage mechanics of such special trades to execute the same for him.

The arrangement of titles, headings, subheadings and interrelations of paragraphs and references of the Contract Documents re not intended to be such as will designate and describe in one place all work to be done by the one trade or classification of mechanics. The OWNER shall not be brought into any dispute or controversy by reason of the form in which the work is herein described, nor shall the manner of its presentation be construed as interference by the OWNER with jurisdiction of other trade rules, regulations or arrangements.

6.43 COOPERATION OF CONTRACTORS

If, through acts of neglect on the part of the CONTRACTOR, any other CONTRACTOR or any subcontractor shall suffer loss or damage on the work, the CONTRACTOR agrees to settle with such other CONTRACTOR or subcontractors by agreement if such other CONTRACTOR or subcontractors will so settle. If such other CONTRACTOR or subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify and save harmless the OWNER and/or ENGINEER against any such claim. The CONTRACTOR shall coordinate his operations with those of other CONTRACTORS. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The CONTRACTOR, including his subcontractors, shall keep informed of the progress and the detail work of other CONTRACTORS and shall notify the ENGINEER immediately of lack of progress or defective workmanship on the part of other CONTRACTORS. Failure of a CONTRACTOR to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

6.44 NOTICE OF IMPERFECT WORK OR MATERIAL

If any part of the work is dependent for proper execution or appearance on the character or condition of the work of another CONTRACTOR or CONTRACTORS, the State, the County or a municipal or other local authority, the CONTRACTOR shall report to the OWNER, in writing, any imperfections therein or any conditions that render it unsuitable for the reception of his work. In case the CONTRACTOR proceeds without making such written report, he shall be held to have accepted such work and the existing conditions and shall be responsible for any defects in his work consequent thereon, and shall not be relieved thereby of any of the obligations of the Contract or of any guarantee because of any such imperfections or conditions.

SECTION 7 PAYMENTS TO THE CONTRACTOR

7.1 DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice of Award, submit a complete breakdown of the Contract amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the Contract amount by the ENGINEER, it shall be used as the basis for all requests for payment.

7.2 PARTIAL MONTHLY PAYMENTS

Once each calendar month, conforming to the monthly meeting schedule of the OWNER, the OWNER will approve partial payment to the CONTRACTOR, on the basis of an estimate prepared and certified by the CONTRACTOR and accepted by the ENGINEER. The CONTRACTOR will be notified as to the date each month when estimates must be submitted to the ENGINEER. In cases where Project funding is from State or Federal agencies, the OWNER will make prompt submittal to such agencies to permit drawdown of grant and/or loan funds. Because of processing time required by governmental bodies, a period of 30-45 days may be required before the OWNER is in receipt of funds which will be used to pay the CONTRACTOR's periodic estimates. The CONTRACTOR will take cognizance of this fact and agrees that no claim for extra payment will be made due to the failure of the OWNER to make prompt payment if said delays are caused by such factors.

7.3 RETAINAGE

Unless otherwise indicated in the Contract Documents, the OWNER will retain ten percent (10%) of the total cost of the work performed, as shown on the approved payment estimate, until the work is fifty percent (50%) complete, and will retain five percent (5%) of the total cost of the work performed when the work is more than fifty percent (50%) complete; provided, however, that in the event a dispute arises between the OWNER and any prime CONTRACTOR, which dispute is based upon increased costs claimed by one prime CONTRACTOR occasioned by delays or other actions of another prime CONTRACTOR, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the CONTRACTOR causing the additional claim furnishes a bond satisfactory to the OWNER to indemnify the OWNER against the claim.

The OWNER may also withhold payment, in whole or in part, to the extent necessary and permitted by law to protect himself from loss on account of any of the following:

- a. Defective work.
- b. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.
- c. Failure of the CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- d. Damage to another CONTRACTOR.

7.4 PAYMENT FOR UNCORRECTED WORK

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract amount shall be made to compensate the OWNER for the uncorrected work.

7.5 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS

A. General

The removal of rejected work and materials and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

B. Removal by OWNER

Removal of rejected work or materials and storage of materials by the OWNER shall be paid by the CONTRACTOR within thirty days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days' written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay to the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

7.6 ESTIMATES OF ENGINEER TO BE FINAL

On unit price items, the amount of work will be estimated and paid for at contract unit prices, computing the quantities thereof in accordance with the provisions of the Contract Agreement. When the dimensions of the Plans have been exceeded without written order of the OWNER, the dimensions of the Contract Plans shall be used in making the estimates and as the basis of compensation. The measurements taken and estimates and certificates made by the ENGINEER shall be final and conclusive evidence of the amount of acceptable materials furnished, and of acceptable work performed by the CONTRACTOR under and by virtue of this Contract and shall be taken as the full measure of compensation to be received by the CONTRACTOR.

7.7 STATED ALLOWANCES

The Bidder shall include in his Proposal the cash allowances, if any, stated in the Detail Specifications. The CONTRACTOR shall purchase the allowed materials as directed by the OWNER. If the actual price for purchasing the allowed materials is more or less than the cash allowance, the Contract Price shall be adjusted accordingly. The adjustment in Contract Price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses.

7.8 REQUESTS FOR EXTRA COMPENSATION

All requests for extra compensation over and above the amount agreed upon in the Contract Agreement on account of any alterations or changes, or for any extra work or requests for additional time to complete the Contract, shall be filed, in writing, with the OWNER by the CONTRACTOR, having attached thereto a copy of the original order executed by both the OWNER and CONTRACTOR for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work.

Should the CONTRACTOR fail to notify the OWNER in advance, as required, or to submit his claim within thirty days, as required above, it will be taken as conclusive evidence that no claim exists. The basis of payment for extra work shall be as described in Paragraph 2.8.

7.9 NO CHARGE FOR DELAY

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall make no charge or claim whatsoever for any hindrance or delay in the progress of the work, except that he may claim an extension of time for the completion of the work, as indicated in Paragraph 7.10.

7.10 LIQUIDATED DAMAGES

The time in which each Contract and the work thereunder is to be completed by the individual CONTRACTOR or OWNER shall be as stated in the Proposal or elsewhere in the Contract Documents.

Should the successful CONTRACTOR fail to complete the work within the time specified in his Proposal, the CONTRACTOR agrees that the OWNER may deduct and retain out of the monies that may be due, or may become due to him under the Contract, an amount equivalent to that sum, if any, stated on the Proposal, for each day, including Sundays and Legal Holidays that the work in part or as a whole remains incomplete beyond the time stipulated in the Contract Documents, which sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the OWNER because of the delay. This deduction shall be made on the monthly estimates after the expiration of the Contract time. Permitting the CONTRACTOR to continue and finish the work, or any part of it, after the time fixed for its completion, in part or as a whole, shall in no wise operate as a waiver on the part of the OWNER of his rights under the Contract. However, the OWNER, upon request by the CONTRACTOR and recommendation of the ENGINEER, may at its discretion waive the penalty on account of delay due to causes over which the CONTRACTOR has no control.

7.11 FINAL PAYMENT

When the project is substantially complete the CONTRACTOR may request a final inspection and submit an application for final payment. Within 30 days after receipt of the request for final inspection, the ENGINEER shall perform a "Final Inspection" of the Contractor's work. If the project is "Substantially Complete," the ENGINEER shall issue a certificate of "Substantial Completion," and shall process the application for Final Payment. The OWNER shall, within 45 days from the date of "Substantial Completion," pay the Contractor in full for all work completed and the amount retained shall be no more than one and one-half times the amount necessary to complete any then remaining uncompleted minor items, as determined by the ENGINEER. The payment(s) from the OWNER after substantial completion of the contract shall bear interest at the rate of 10% per annum after the date such payment becomes due

and payable as indicated above. The ENGINEER shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of minor items shall be paid within 45 days of completion of the items listed by the ENGINEER and submittal of the "Consent of Surety To Final Payment" and all required guarantee and maintenance bonds.

7.12 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the CONTRACTOR of the Final Payment shall be and shall operate as a release to the OWNER from the CONTRACTOR from all claims and all liability for all things done or furnished in connection with this work and for every act and neglect of the OWNER relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his sureties from any obligations under this Contract or the Performance, Payment and/or Maintenance Bonds.

7.13 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.

7.14 Maintenance

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 two-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 Contact. 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.

SECTION F (2)

General Conditions
Part II – Federal Requirements
(must be included in bid documents)

GENERAL CONDITIONS

PART II

FEDERAL REQUIREMENTS

All bidders must comply with the following Federal requirements:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601

"No person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

2. Executive Order 11063, as amended.

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

3. Executive Order 11246

- A. If the contract amount is less than ten thousand (\$10,000) dollars) the following conditions shall apply:

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions 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 Local Public Agency setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. If the contract amount exceeds ten thousand (\$10,000) dollars) the following conditions shall apply:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

- (1) The Offerors or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals and Timetables for</u> <u>Minority Participation</u> <u>for Each Trade</u> 15%	<u>Goals and Timetables for</u> <u>Female Participation in</u> <u>Each Trade</u> 15%
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Atlantic County.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)**

- (1) As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO

Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- (c) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a contractor association, Joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce

participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.)

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

5. Federal Labor Standards Provisions

Applicability

The Project or Program to which the work covered by this Contract pertains is being assisted by the Federal Community Development Block Grant Program and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

I. Minimum Wages

- (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-

Bacon Act on behalf of laborers and mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon posted (WH-3121) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible space where it can be easily seen by the workers.

(2) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and DCA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate) a report of the action taken shall be sent by DCA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise DCA or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and DCA or its designee do not

agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), DCA or its designee shall refer the questions, including the views of all interested parties and the recommendations of DCA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise DCA or its designee with the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act has been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding: HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractors the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

c. Payrolls and Basic Records:

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of work preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each

such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1b(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification or work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by 29 CFR Part 5.5, paragraph A.3(ii)(b).
- (d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under 29 CFR Part 5.5, paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

d. Apprentices and Trainees:

- (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than

the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize the apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training

program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- e. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in the contract.
- f. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs a through k in this paragraph and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- g. Contract termination; debarment. A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of Eligibility:

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transaction ", provides in part; "Whoever, for the purpose of. . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

II. Contract Work Hours and Safety Standards Act. The provisions of Paragraph 3 are applicable where the amount of the Prime contract exceeds \$100,000. As used in this paragraph the terms "laborers" and "mechanics" include watchmen and guards.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

B. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (A) of this paragraph, in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without

payment of the overtime wages required by the clause set forth in subparagraph (A) of this paragraph.

C. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B) of this paragraph.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontractors the clauses set forth in subparagraph (A) through (D) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by the subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (A) through (D) of this paragraph.

III. Health and Safety:

A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

C. The Contractor shall include the provisions of this Article in every subcontractor so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Labor shall direct as a means of enforcing such provisions.

6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u). This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other

economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. Lead Based Paint Requirements.

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

8. Clean Air and Clean Water Acts.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

9. Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

10. Section 109 of the Housing and Community Development Act of 1974.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

11. Age Discrimination Act of 1975.

"No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

12. Section 504 of the Rehabilitation Act of 1973.

"No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

VII. Federal and 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.

All workers on this project must be paid the higher package of the New Jersey Prevailing Wages or the Federal Davis-Bacon Wages per job classification.

The Federal Prevailing Wage effective the date the bid document was assembled is shown herewith. Rates for the project may change; the rates that apply are those that are in effect within 10 days of the bid opening.

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VIII. 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
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- 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 two (2) years 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 Preconstruction Video

The following are the requirements for Preconstruction and Construction DVD:

1. The Contractor shall furnish DVD format videotapes showing the state of the project and all stages of construction as deemed appropriate by the Engineer.
2. The videotapes 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 videotapes 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. Videotapes 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.

Videotapes shall be referenced by exact location station so that upon completion of the construction, or during construction, if necessary, subsequent videotapes 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 videotapes and the cost thereof shall be borne by the Contractor.

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 seven (7) 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 seven (7) copies of shop drawings, test curves, or other material are to be submitted for approval. Following his review, the Engineer will return two (2) copies to the Contractor. If shop drawings are checked "Revise and Resubmit" by the Engineer, the Contractor must resubmit one (1) reproducible and six (6) copies of the revised shop drawings, of which two (2) 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. 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, Township 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.

* * *

IX. TECHNICAL SPECIFICATIONS

GENERAL

Scope

The work performed under this contract shall include stormwater and site safety improvements to the Underhill Park located on Old Egg Harbor Road, Mays Landing, NJ 08330 all as shown on the plans and in accordance with the contract specifications.

Specifications To Be Used

The work performed under this contract shall comply strictly with all the requirements of the New Jersey State Highway Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 as amended, except as amended, modified or supplemented herein and which specifications are made part of these Technical Specifications.

The sections included under the various items in these Technical Specifications conform to the sections listed in the NJDOT Standard 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, and amended.

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.), and 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 Somers Point 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.

Technical Specifications

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ITEM NO. 1 – CLEARING SITE

Section 159.01 – Description

In addition, this section consists of furnishing all labor, equipment and materials necessary to perform clearing site which shall include the following but not limited to; removal and disposal of all existing asphalt, existing asphalt curbing, trees, bushes, shrubs, sidewalk and concrete driveways, relocating fence lines, relocating mail boxes, relocating or replacing any sprinkler heads in areas where sidewalk or roadway widening is being constructed, relocating any landscaping accessories onto lot owners property with direction from engineer or lot owner where sidewalk or roadway widening is being constructed and relocating signs. Removal of inlets shall be included in clearing of site costs. **Mobilization and layout for this item shall be included in bid. All non-itemized removal of materials required to complete the project per the plans and specifications shall be included in this Item No. Any trees, shrubs, or bushes needing to be cleared/trimmed for proposed sidewalk shall be apart of this item. Removal of all existing fencing, as called out on the plans, including post foundations and the restoration to grass and fields, in kind, of the foundation holes shall be included in this item. Existing rope fence posts located on west side of Old Egg Harbor Road shall be removed and provided to Township Public Works Department. Any existing trash bins, recycle bins, and bleachers located throughout the project that will need to be relocated due to proposed work (as shown on plans or as directed by Engineer) shall be included in this item.**

Section 159.02.01 – Materials

Materials shall conform to the following Subsections:

Signs..... 911.01
Sign Posts..... 911.02.01

Section 159.05 – Method of Measurement

201.03 Construction

201.03.01 Clearing Site

- **Preparation.** Construct SESC measures, as specified in 158.03.02, before clearing site. Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of designated trees, brush, weeds, roots, matted leaves, small structures, debris, and other objectionable material, vegetation, and growth
- **Clearing & Grubbing.** In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

Do not remove trees, shrubs, and other landscape features that do not interfere with the Work or are designated for preservation. Prevent damage or injury to existing trees, plants, and other vegetation that are to remain within or adjacent to the Project Limits.

Backfill and compact depressions in excavation areas that lie below the finished subgrade to finished subgrade using the directed method as specified in 203.03.02.B.3.

Clear slopes in areas of cuts, embankments, ditches, channels, waterbodies, and structures, both old and new, of brush, hedges, weeds, heavy vegetation, and other objectionable material or growth. Clear to a maximum of 8 feet beyond the top of slopes of roadway excavation and 5 feet beyond the top of slopes of ditches and channels, except do not clear outside ROW.

Conduct clearing and removal activities in areas identified as containing regulated material according to the pre-excavation plans as specified in 202.03.05.1.

Dispose of material and debris as specified in 201.03.01.H.

- **Mailbox & Sign Relocation.** Remove and reset residential and commercial mailboxes at locations acceptable to the owners and according to United States Postal Service (USPS) requirements. Notify the USPS before relocating USPS mailboxes.

Remove local street and road signs and reset at locations and in the manner acceptable to local authorities. Ensure that Tourist Oriented Directional Signs and logo signs remain visible to motorists during and after stages of construction. Remove from the immediate work site and safely store existing signs that are to be reset.

- **Plugging Pipe.** Seal abandoned pipes and conduits using concrete. Construct the plugs to a depth equal to the diameter of the pipe or conduit, or 2 feet, whichever is less.
- **Removing Pipe, Inlets, and Manholes.** Excavate for the removal of existing pipe, inlets, and manholes as specified in 601.03.01.B. Backfill with excavated material and compact using the directed method as specified in 203.03.02.B.3. The RE may require use of the density control compaction method as specified in 203.03.02.B.4, except that the RE may increase the frequency of measurements.

Reuse removed drainage structures as specified in 202.03.03.C.1. Unless designated for resetting on the Project, dispose of inlet and manhole castings as specified in 201.03.01.H.

- **Removing Sidewalks, Driveways, Curbs, and Gutters.** Sawcut full depth at the limits of removal. Remove sidewalks, driveways, vertical curbs, sloping curbs, barrier curbs, and gutters, designated for removal and reuse as specified in 202.03.03.C. Obtain RE approval of methods to remove barrier curb before beginning work. Repair damage to adjacent pavement courses caused by removal operations.
- **Removing Electrical Material & Equipment.** Remove existing foundations and junction boxes that are abandoned under the Contract to a minimum depth of 2 feet below the finished grade. Remove foundations or junction boxes that interfere with the installation of a new system and backfill as specified in 203.03.02.B.3. Reuse concrete from foundations and junction boxes as specified in 202.03.03.C.1. Dispose of castings as specified in 201.03.01.H.

Remove other electrical material and equipment that are designated for removal, and dispose of as specified in 201.03.01.H. Obtain RE approval of methods of removal, and ensure remaining electrical equipment is left undamaged. Salvage and deliver to the Department removed, above-ground electrical material as required.

- **Disposal of Materials.** Dispose of or recycle removed materials and debris according to Solid Waste Management Act (N.J.S.A. 13:1E-1) and N.J.A.C 7:26 et seq. and according to the solid waste management plan developed by the solid waste management district of origin. Submit proper

documentation from the disposal facility to the RE and the county of origin within 15 days of acceptance at the disposal facility.

Clearing Site will be paid by Lump Sum.

Pay Item

Pay Unit

Clearing Site

Lump Sum

Payment for this Item, for the quantity as above determined at the unit price bid in the proposal, which price shall include, but not necessarily be limited to the as described including all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation.

ITEM NO. 2 – TRAFFIC CONTROL
ITEM NO. S1-7 – TRAFFIC CONTROL

Section 159.01 – Description

This work shall consist of the planning for and the carrying out of maintenance and protection of vehicular or pedestrian traffic and to provide for the safe and convenient passage of such traffic. Maintenance and protection of traffic includes furnishing, assembling, placing, and relocating traffic control devices, including pavement markers, and removing them when they are no longer required. Traffic control devices need not be new but must be in good condition. All traffic control devices and coordination shall be in accordance with the MUTCD latest edition. Also included shall be the removal of existing inlet as shown on design plans. **Mobilization and layout for this item shall be included in bid. This item shall include all necessary traffic control measures (flaggers, signs, cones, ect.) needed for base bid and supplemental No. 1. Sidewalk construction shall have alternating lane traffic for installation. This shall be included in bid price.**

The Contractor shall be responsible for the proper notification of residences, businesses, emergency services, busing services and all other parties affected by the traffic control implemented on the project. All Local County and State police coordination needed to maintain, restrict or detour traffic is to be included in the work of this section. The contractor shall include in bid price all signs which may be warranted by local Police and MUTCD for Road Closures, Detours, Lane Closures, etc.

Roadway closures should be avoided. **In the event the Contractor must close a road at the interest of completing the work in a safe and timely manner for Supplemental No. 1, the Contractor shall develop a detour plan that must be approved by the Engineer and the local Police Department.** Once the road closure and detour plan is approved, the Contractor shall notify the local Police Department, 48 hours prior to closure of said intersection. **Refer to sheet 5 of construction plans for closure details. This price shall be included within bid price S1-7 if contractor desires to use alternating traffic control for Supplemental No. 1 this shall be included in S1-7.**

The Contractor shall be responsible for traffic control in compliance with New Jersey Department of Transportation rules and regulations. The closure of roadways shall not exceed a period of 72 hours. Every effort shall be made to maintain access by emergency vehicles at all times. Roads shall be left in safe condition. No additional cost will be paid for Uniformed traffic control directors if warranted by the EHTPD and shall be the sole responsibility of the contractor to pay for these directors and shall be included in the bid.

When the construction involves improvements of an existing roadway, the roadway shall be kept open to traffic unless otherwise approved or shown on the approved Traffic Control Plan. The portion of the project, which is opened to traffic, shall be kept in such condition that traffic is adequately accommodated. Temporary approaches or crossings and intersections shall be provided and maintained in a safe condition. Any restrictions of traffic lane widths or diversions of traffic at any time are subject to approval. Work that closes or alters the use of existing roadways shall not be undertaken until adequate temporary or permanent provisions for traffic have been approved and are in place.

Section 159.02.01 – Materials

Materials shall conform to the following Subsections:

Signs.....	911.01
Sign Posts.....	911.02.01

<i>Removable Pavement Marking Tape</i>	912.23
Temporary Pavement Markers.....	912.27

Section 159.03.01 – Traffic Coordinator

A Traffic Control Coordinator shall be provided for the project in accordance with Subsection 159 in the Standard Specifications.

Section 159.03.02 – Traffic Control Devices

Traffic control devices need not be new but must be in good condition as approved. Prior to beginning construction, traffic control devices shall be placed where shown on the Traffic Control Plan provided by the Contractor, or as directed by the Engineer. Traffic control devices shall be kept clean and maintained in good condition until no longer required for the Project, at which time they shall be disposed of.

Traffic control devices shall also be placed as directed to provide traffic control for personnel doing inspection, sampling, testing, or taking measurements required for the Project.

The number and location of construction signs W99-2 with the legend **Give Us a Brake - Slow Down!** shall be as directed. A one-quarter full size detail is available upon written request to the appropriate Regional Construction Engineer listed in Subsection 101.04 of the Special Provisions.

When construction signs conflict with existing signs, the existing signs shall be covered. When construction signs are no longer required, they shall be removed. If they are temporarily not required, such as overnight, they shall be either temporarily removed or covered. Signs covered from view of the traveling public shall be completely covered with lightweight opaque material securely fastened so that it does not blow in the wind. Burlap shall not be used. Traffic control devices shall be provided in accordance with Subsection 159 in the Standard Specifications.

Section 159.03.11– Traffic Control Plan

The TCP provides for the treatment of conditions caused by or encountered during the Work on the Project. The Work shall be performed according to the TCP.

The TCP shall be a stand-alone document and shall not be reliant on any ancillary conditions or circumstances relative to the Project site. It is the Contractor’s sole responsibility to implement the TCP. The TCP shall not be the original plan detail or a subsequent modification as proposed by the Contractor unless specifically adopted by the Contractor, in writing, and the Contractor provides detailed information as to how the original or modified original plan will support its operation with the Engineer’s approval. The TCP shall conform to the requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) and the specifications contained herein.

Ten days before the start of Work, the Contractor shall submit a written TCP operations to the Engineer for acceptance. The Engineer will review and approve the TCP with reasonable promptness for conformance with the Contract Documents. The Engineer’s approval of the TCP does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor does the Engineer’s approval relieve the Contractor from responsibility for errors or omissions in the TCP. The TCP shall detail the means of traffic control for all aspects of the Contractor operations. The TCP shall identify any contingencies or foreseen problems and

address remedial actions. Subsequent changes to the TCP during the progress of the Work to accommodate actual or unforeseen project conditions shall be submitted and approved as specified above.

The Contractor shall be responsible to coordinating his work operations and activities with the Township Police Department. The Contractor agrees that it shall make no claims against the Owner for extra costs resulting from delays or interruptions to its operations attributable to the actions or inactions of the police. The Contractor further agrees that he has incorporated in the proposal any costs that may be incurred by the Contractor as a result of the actions or inactions of the police and agrees to bear the risk of loss for any costs not included in its Proposal.

Section 159.03.08 – Traffic Direction

Traffic Directors, Flaggers 1 shall consist of the assignment and use of *police* in conjunction with the Resident Engineer in the enforcement of the approved TCP, and applicable laws to provide a safe worksite for both construction personnel, and the traveling public.

Police providing traffic director services shall be *police* officers from the municipality or county within which the Work of the Project is to be accomplished. The term “*municipal police*” when used shall mean all police other than *NJSP*.

Police will be assigned during construction hours at locations and times designated by the Engineer. The Contractor agrees that it shall make no claims against the State for extra costs resulting from any delays or interruptions to its operations attributable to the actions or inactions of police in the performance of traffic safety services. The Contractor further agrees that it has incorporated in its Proposal any costs that may be incurred by the Contractor as a result of the actions or inactions of police in the performance of traffic safety services, and agrees to bear the risk of loss for any costs not included in its Proposal.

Police providing traffic director services shall operate traffic signals when manual control of the signals is required, or shall maintain traffic flow at a signalized intersection when the signals are temporarily out of service.

The use of *police* on the Project will be as determined and directed by the Engineer. The Engineer’s projections for anticipated usage of police shall consider the Contractor’s operations provided that the Contractor notify the Engineer of planned operations at least 72 hours before projected usage. The Project progress schedule shall not constitute notice for usage of police traffic directors. Assignment of police to the Project will be on the basis of the Contractor’s operations, and the needs of the worksite, and will be made solely by the Engineer with the advice of the *police*.

The Contractor’s failure to give complete, detailed, timely and proper notice of its operations shall not be cause for claims for extra costs by the Contractor, nor shall the number of *police* assigned to a project constitute a valid basis for a claim by the Contractor. The Contractor agrees that the TCP is a stand-alone document, and that the Contractor is solely responsible for the safety of the Project, the continuity of movement of traffic through the worksite, and the impact of traffic on its work.

The Contractor is advised that there may be emergency situations when *police* are not available, or when *police* do not arrive at the job site until after the scheduled arrival time or leave before the scheduled departure time. The Contractor agrees that it shall make no claims against the State for any costs associated with the failure of *police* to be on the job site at a scheduled time. The Contractor further agrees that it shall assume all risk of the possibility of such occurrences and shall factor the associated costs into its Proposal.

The Contractor shall be fully responsible for the set-up and maintenance of the TCP except as required by State law or as specifically set forth in the Contract. The use of *police* in the providing of traffic director services is supplemental to the TCP and their presence shall not relieve the Contractor of its responsibility to maintain the TCP and safety on the Project.

The Contractor shall notify the Resident Engineer of any work cancellations at least 24 hours before the start of work with the sole exception of unforeseen weather cancellations that occur after the start of work or less than 24 hours before the start of work.

When *police* have been assigned to a project by the Resident Engineer, it is the Contractor’s obligation to notify the Engineer of all cancellations of projected or scheduled operations. *Police* reporting for work will

be reimbursed for a minimum of four hours. If projected work has been canceled, for whatever reason, including but not limited to foreseen weather conditions, and the **Resident Engineer was not notified** of the cancellations at least 24 hours before by the Contractor, except as noted above, the police will each be reimbursed for four hours of work. **These payments** shall be anticipated within the bid item and included with the bid price.

Section 159.05 – Method of Measurement

Construction signs will be paid by the square foot, drums and breakaway barricades will be paid by the unit,

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Control	Lump Sum
Traffic Control	Lump Sum

Payment for this Item, for the quantity as above determined at the unit price bid in the proposal, which price shall include, but not necessarily be limited to the as described including all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation

ITEM NO. 3 – EXCAVATION, 2” THICK & VARIABLE

202.01 – DESCRIPTION

Excavation, consists of the excavation of all materials of whatever character encountered for the widening of the roadway, asphalt path, sidewalk installation, concrete pad installation, or removal of unsuitable subbase material as directed by the Engineer. **Mobilization and layout for this item shall be included in bid.**

202.03.03 Excavating Unclassified Material

The Engineer is solely responsible for the designation of excavated material. Unclassified excavation consists of excavation and management of material of whatever nature encountered, except for regulated material or acid producing soil. Excavate using equipment and methods that remove material to the specified excavation limits without disturbing the material outside of the excavation limits. While excavating, protect facilities and structures from damage and disturbance. Ensure that material outside excavation limits is not disturbed. If any material outside the excavation limits becomes disturbed, restore the area as directed by the Engineer. Excavate and grade to ensure proper drainage.

202.04 – MEASUREMENT AND PAYMENT

The Engineer will measure and make payment for Items as follows:

Roadway Excavation shall be measured and paid by the cubic yard.

Pay Unit

Excavation 2” Thick & Variable

Pay Unit

Cubic Yard

Payment for this Item is for the quantity as above determined at the unit price bid in the proposal, which price shall include, but not necessarily be limited to the cost of all materials, delivery, excavation, placement, grading, compaction, concrete, wire, etc., all as described including all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation.

ITEM NO. 4 - DENSE GRADED AGGREGATE BASE COURSE, 2" THICK & VARIABLE

302.01 – DESCRIPTION

The work of this item includes the construction of Dense Graded Aggregate, in areas throughout the project. Grading of this item shall be included with the bid price. **Mobilization and layout for this item shall be included in bid.**

302.02 MATERIALS

302.02.01 Materials

Provide materials as specified:

DGA901.10

302.03 CONSTRUCTION

302.03.01 Aggregate Base Course

A. *Preparing Subgrade or Subbase.* Before placing base course on subgrade or subbase, prepare surfaces as specified in 301.03.01.

B. *Density Control Strip.* Obtain Engineer approval of the underlying surface before constructing the density control strip. Before constructing the aggregate base course, construct a density control strip using the same type of material from the same source as the aggregate base course. Construct additional density control strips if a change is made in the type or source of material, if a significant change occurs in the composition of the material from the same source, or if a change is made in the type of compaction equipment used, as determined by the ME. Provide at least 400 square yards for each density control strip. Construct a density control strip for each thickness specified for the aggregate base course. Ensure that the moisture content for the test strip material is within 2 percent of its optimum moisture content according to AASHTO T 99, Method C, including replacement option.

Place and spread aggregate base course as specified in 301.03.01.B. Place the base course and compact within a tolerance of $\pm 1/2$ inch of the required elevation. Ensure that no compacted lift exceeds a thickness of 8 inches. For base courses greater than 8 inches thick, construct the base course in 2 or more lifts of approximately equal thickness.

Compact the density control strip using the same type and weight of equipment that will be used for compaction of the aggregate base course. Compact the density control strip with a minimum of 2 passes of the compaction 125 equipment. A pass is defined as 1 passage of each compacting element in use of the compaction equipment over the entire surface of the course. After each pass of the compaction equipment transverses the density control strip, the ME will make 3 density determinations according to AASHTO T 310. Continue compacting until no appreciable increase in density is obtained by additional passes.

After the Contractor completes compaction of the control strip, the Engineer will take at least 10 density tests at random locations to determine the average in-place dry density of the density control strip. If the average density of the material in the density control strip is equal to or greater than 95 percent of its maximum density, as determined according to AASHTO T 99, Method C, including replacement option, then use the value of this average as the reference maximum density for courses of the same materials and thicknesses. Establish a density control strip satisfying the 95 percent density requirement, according to AASHTO T 99, Method C, before constructing additional base courses. If this density level in the density

control strip is not achieved, the Engineer will reject the compaction equipment, its method of use, or both. If approved by the Engineer, the density control strips may remain in place and become a portion of the completed base course.

The Engineer will check elevations, as specified in 202.03.03.C, of the roadbed base course to ensure that base course elevations are within ±1/2 inch.

C. Aggregate Base Course Placement. Construct the aggregate base course in the same manner as the approved density control strip. If less than 500 contiguous square yards of aggregate base course is being constructed, place and spread the aggregate base course as specified in 301.03.01.B. Place the base course and compact within a tolerance of ± 1/2 inch of the required elevation. Compact the base course areas as specified in 203.03.02.D and ensure that no compacted lift exceeds a thickness of 8 inches. For base courses greater than 8 inches thick, construct the base course in 2 or more lifts of approximately equal thickness.

D. Thickness Requirements. The Engineer will measure thickness, by test holes or by calculating the difference in elevations between the base course and the underlying layer. Refill test holes with base course material and recompact using the directed method as specified in 203.03.02.C. If the total thickness of base course differs from specified thickness by more than 1/2 inch, correct deficient areas as follows:

1. Scarify the base course to a depth of 3 to 4 inches.
2. Ensure that remaining material is contaminant free.
3. Add or remove base course material to obtain the required grade while the existing surface is in a loose, scarified condition.
4. Compact using the same method used for the density control strip.

E. Compaction Acceptance Testing.

The Engineer will divide the base course into lots of approximately 5000 square yards or 1000 cubic yards. The Engineer will test each lot of completed base course for compliance. The Engineer will determine the 5 locations for density tests using a table of random numbers. The Engineer will make 1 density determination at each of the selected locations. To determine acceptability, use the following procedure:

1. **Formula.** Calculate Q using the following formula:

$$Q = \frac{\text{Average Lot Density} - 0.95 \text{ of the Reference Maximum Density}}{\text{Range of Lot Density}}$$

Where average lot density is the average dry density of 5 randomly selected locations in the lot and the range of lot density is the absolute difference between the lowest and highest dry density values recorded at these same 5 locations. The reference maximum density is determined by the method specified in 302.03.01.B.

2. **Criteria.** Q must be equal to or greater than 0.36. If a lot is unacceptable, rework or recompact the lot.

302.04 MEASUREMENT AND PAYMENT

The Engineer will measure and make payment for Items as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Dense Graded Aggregate Base Course, 2" Thick & Variable	Cubic Yard

Payment for this Item is for the quantity as above determined at the unit price bid in the proposal, which price shall include, but not necessarily be limited to the cost of all materials, delivery, placement, grading, compaction, concrete, wire, etc., all as described including all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation.

ITEM NO. S1-1 – HMA PROFILE MILLING, 1.5” & VARIABLE

ITEM NO. S1-2 – HOTMIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2.5” THICK

ITEM NO. 5 – ASPHALT WALKING PATH, 8’ WIDE

ITEM NO. 6 – REMOVE & REPLACE ASPHALT DRIVEWAY APRON, 2” THICK, IF & WHERE DIRECTED

401.01 DESCRIPTION

This Section describes the requirements for constructing base course, intermediate course, and surface course of HMA. Any asphalt leveling course needed shall be included with Item No. S1-2. HMA mix 9.5M64 shall be used for Item No 5.

401.02 MATERIALS

401.02.01 Materials

Provide materials as specified:

Tack Coat 64-22, PG 64-22.....	902.01.01
Prime Coat, Cut-Back Asphalt, Grade MC-30 or MC-70	902.01.02
Tack Coat:	
Cut-Back Asphalt, Grade RC-70.....	902.01.02
Emulsified Asphalt, Grade RS-1, SS-1, SS-1h, Grade CSS-1 or CSS-1h.....	902.01.03
HMA.....	902.02
Joint Sealer, Hot-Poured	914.02
Polymerized Joint Adhesive	914.03

Use HMA specified for the roadway surface as patching material for HMA pavement repair. The Contractor may use a commercial type of cold mixture as patching material for filling core holes if HMA surface course is not being placed when coring. The Contractor may use an approved HMA surface course to fill core holes, provided the material remains hot enough to compact.

401.02.02 Equipment

Provide equipment as specified:

Materials Transfer Vehicle (MTV).....	1003.01
HMA Paver	1003.03
HMA Compactor	1003.05
Vibratory Drum Compactor.....	1003.06
Bituminous Material Distributor	1003.07
Sealer Application System	1003.08
Milling Machine	1008.01
Hot-Air Lance	1008.06
HMA Plant.....	1009.01
HMA Trucks	1009.02
Mechanical Sweeper	1008.03

Provide a thin-lift nuclear density gauge according to ASTM D 2950. Install a paver hopper insert with a minimum capacity of 14 tons in the hopper of the HMA Paver.

401.03 CONSTRUCTION

401.03.01 Preparing Existing Pavement

A. *Milling of HMA.* Mill HMA to the specified depth, profile, and cross slope. Operate milling machine to produce milled material that passes a 3-inch sieve. Use automatic grade controls to control the line and grade of the milling machine. Use either a stringline or ski reference system. Replace teeth in the milling drum that become dislodged, broken, or unevenly worn. Perform milling operation, including removal of the milled material, in a manner that prevents dust and other particulate matter from escaping into the air.

Ensure that the milled area is free from gouges, continuous grooves, ridges, and delaminated areas and has a uniform texture consisting of discontinuous longitudinal striations. Ensure that the striations do not deviate more than 1 inch in 200 feet from a line parallel to the center of the traveled way and do not exceed 3/8 inch in depth. Check at least every 25 feet to ensure that the depth of milling is within 1/4 inch of the indicated depth.

Mill HMA to the depth specified without damaging underlying HMA. If HMA below the specified milling level becomes dislodged or delaminated, remove and replace. When profile milling, ensure the cutting depth is sufficient to remove ruts and corrugations and to scarify the remaining surface. Using a mechanical sweeper, clean the milled area before opening to traffic and before subsequent construction or resurfacing. Reuse millings and sweepings as specified in 202.03.07.A.

If the milled area is opened to traffic, ensure that water can drain from the surface and does not become trapped. If the longitudinal edge height of a milled surface exceeds 2 inches, slope the edge to provide a smooth transition from the milled surface to the remaining pavement. At transverse edges of milled areas, provide a smooth transition from the milled surface to the remaining pavement. In areas inaccessible to the milling machine, remove HMA with other equipment. The Engineer will provide the time interval for resurfacing the milled areas in the Special Provisions.

Base course paving will not permitted the same days as milling, unless authorized by the Engineer, so that possible grade and subbase problems can be discovered and corrected.

B. *Milling of Concrete.* Mill concrete pavement to 1-inch depth at the locations shown on the Plans without damaging the underlying pavement. Ensure that the milled area is free from gouges, continuous grooves, ridges, and delaminated areas and has a uniform texture consisting of discontinuous longitudinal striations. Ensure that the striations do not deviate more than 1 inch in 200 feet from a line parallel to the center of the traveled way and do not exceed 3/8 inch in depth. Perform milling operations, including removal of the milled material, in a manner that prevents dust and other particulate matter from escaping into the air.

Mill 1 inch of concrete and any remaining HMA not removed by previous milling operations at locations shown on the Plans. Based on the condition of the remaining pavement, the Engineer may direct additional areas to be milled. If milling transition areas for HMA overlays, mill the transition from 0 to 1 inch in depth over a length of 100 feet. Construct a keyway at the terminal transverse limit of the area to be milled by sawcutting and removing the material within this area by hand methods so as to produce a vertical face.

Using a mechanical sweeper, clean the milled area before opening to traffic and before subsequent construction or resurfacing. Reuse millings and sweepings as specified in 202.03.07.A.

If the milled area is opened to traffic, ensure that water can drain from the surface and does not become trapped. If the longitudinal edge height of a milled surface exceeds 2 inches, slope the edge to provide a smooth transition from the milled surface to the remaining pavement. At transverse edges of milled areas, provide a smooth transition from the milled surface to the remaining pavement. In areas inaccessible to

the milling machine, remove concrete with other equipment.

C. Sealing Cracks in HMA Surface Course. Seal cracks that are 1/4 inch wide or wider. Clean cracks to a depth of 1 inch using a random crack saw, carbide-tipped, rotary-impact router, commercial power-driven wire brush, or by other Engineer approved means. Provide acceptable protective screening if the cleaning operation causes damage to or interference with traffic in adjacent lanes. Immediately before applying sealant, clean cracks and dry further with a hot-air lance.

At least 10 day before beginning the work, submit to the Engineer a copy of the manufacturer's recommendations for heating and applying the sealant. Seal cracks with hot-poured joint sealant according to the manufacturer's recommendations. Cut sealant into small pieces to facilitate slow and uniform melting with constant stirring. Ensure that the temperature of the sealant in the field application equipment does not exceed the recommended safe heating temperature. Do not heat sealant material at the pouring temperature for more than 6 hours and do not reheat.

Pour sealant into the cracks so that, upon completion of the work, the surface of the sealant is flush with or not more than 1/4 inch lower than the surface of the adjacent HMA surface course. If the sealant subsides to a lower level, perform another pouring. When more than 1 pour is required to fill the cracks, perform succeeding pours immediately after shrinkage of the previous pouring. If spilling or overfilling occurs, immediately squeegee the crack. If the Engineer determines that the overfilled crack or spilled sealant creates a slippery, hazardous, or otherwise undesirable condition, initially correct the area by sprinkling a light application of abrasive (sand or grit material) to absorb the excess material, restore skid-resistance, and abate the condition caused by the overpour. After the excess material has been absorbed, hand sweep the area clean, and restore to its original condition or texture to the Engineer's satisfaction.

Do not allow traffic or construction equipment over the poured cracks until the sealant has hardened sufficiently to resist pickup. The Engineer may direct sprinkling of dry sand over poured areas to provide additional pickup resistance.

D. Repairing HMA Pavement. Sawcut existing HMA pavement to a maximum depth of 10 inches, or to the full depth of bound layers, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired. For larger areas, the Contractor may use a milling machine for removal of HMA pavement. Remove material within the boundary of the sawcuts to form rectangular openings with vertical sides, and clean the area. Shape and compact the underlying surface to produce a firm, level base. Ensure that the remaining pavement is not damaged. Apply polymerized joint adhesive or tack coat to the vertical surfaces of the openings. Backfill with HMA as specified for the roadway surface. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.03.F. Compact areas not accessible to rollers with a vibratory drum. Compact until the top of the patch is flush with the adjacent pavement surface. Reuse removed material as specified in 202.03.07.A.

401.03.02 Tack Coat and Prime Coat

Clean the surface where the HMA is to be placed of foreign and loose material. Immediately before beginning paving operations, ensure that the surface is dry. Do not place tack coat or prime coat unless the weather restrictions, as specified in 401.03.03.B, are met. Do not apply tack coat or prime coat to asphalt-stabilized drainage course. For curbs, gutters, manholes, and other similar structures, do not apply tack coat or prime coat. Clean the exposed surfaces of these structures and apply a uniform coating of polymerized joint adhesive to contact surfaces before paving. In areas inaccessible to distributor spray bars, use hand spraying equipment for tack and prime coat. Do not allow traffic on tack coated or prime coated surfaces. Treat surfaces as follows:

1. **Tack Coat.** Uniformly spray tack coat when placing HMA on paved surfaces. Apply tack coat only

to areas to be paved in the same day. Apply tack coat as specified in Table 401.03.02-1:

Table 401.03.02-1 Tack Coat Application			
Material	Spraying Temp, °F	Gallons per Square Yard	Season
Cut-Back Asphalt:			
RC-70	120 to 190	0.05 to 0.15	Oct 15 to Apr 15
Emulsified Asphalt:			
RS-1	70 to 140	0.05 to 0.15	All year
CRS-1	125 to 185	0.05 to 0.15	All year
SS-1, SS-1h	70 to 140	0.05 to 0.15	All year
CSS-1, CSS-1h	70 to 140	0.05 to 0.15	All year

Correct uncoated or lightly coated areas. Blot areas showing an excess of tack coat with sand or other similar material. Remove blotting material before paving. Ensure that the material is not streaked or ribboned. Before paving, allow tack coat to cure to a condition that is tacky to the touch.

2. **Tack Coat 64-22.** When precipitation has occurred within 24 hours before application, the Engineer will determine whether to allow the work to proceed, or to wait until the surface is completely dry. Only apply tack coat that can be paved over in the same day. Apply tack coat 64-22 at a rate of 0.06 to 0.14 gallons per square yard and at a spraying temperature of 325 °F. Adjust the spraying temperature and application rate to produce a uniform coating, with no excess material. Correct uncoated or lightly coated areas and remove excess tack coat from affected areas. Ensure that the material is not streaked or ribboned.

3. **Prime Coat.** Apply prime coat of cut-back asphalt on unpaved surfaces as follows:

Table 401.03.02-2 Prime Coat Application			
Cut-Back Asphalt	Spraying Temp, °F	Gallons per Square Yard	Season
MC-30	85 to 150	0.15 to 0.35	All year
MC-70	120 to 190	0.15 to 0.35	All year

Apply prime coat at least 12 hours before placement of the HMA and when the base courses are not saturated or frozen. Unless the prime coat is under asphalt-stabilized drainage course, the Engineer may waive the application of prime coat if more than 5 inches of HMA is placed on the unbound aggregate course before the roadway is opened to traffic. Take measures to prevent prime coat from entering into the drainage system or extending beyond the area to be paved.

The cost of Prime and Tack coats shall be included in the bid price of HMA Base and Surfaces Courses

401.03.03 HMA Courses

Surface course paving will not be permitted within one week of base course paving, unless authorized by the Engineer, so that possible grade and thickness problems can be discovered and corrected.

A. Paving Plan. At least 20 days before beginning placing the HMA surface course, submit a detailed plan of operation to the Engineer for approval that includes the following:

1. Asphalt paving construction technologist (APCT), certified by the Society of Asphalt Technologists of New Jersey, Inc. The Engineer will accept the equivalent certification by the Mid-Atlantic Regional Technician Certification Program.
2. Size and description of crew.
3. Number, type, and model of equipment.
4. Lighting plan for nighttime operations as specified in 108.06.
5. Method of locating and maintaining joint locations if sawing and sealing.
6. Manufacturer's recommendations for heating and applying joint sealant.
7. Paving procedures for maintaining continuous operation as specified in 401.03.03.D.
8. Manufacturer's recommended laydown temperature for modified binders.
9. Paving sequence. Ensure that the HMA surface course is constructed for the full width of the traveled way, shoulder, and auxiliary lanes as a single paving operation.
10. Schedule, hours of operation, and production rates for the Project.
11. Plant locations.
12. Method of maintaining HMA temperature during transportation.
13. Method of constructing and compacting joints as specified in 401.03.03.E.
14. Quality control plan outlining the use of the thin lift nuclear density gauge, quality control cores, and the control of the compaction process.

Do not begin paving until the Engineer approves this plan. Submit an adjusted pavement plan before making adjustments to the paving operation.

B. Weather Limitations. Do not place HMA if it is precipitating. Do not allow trucks to leave the plant when precipitation is imminent. The Contractor may resume operations when the precipitation has stopped and the surface is free of water. When placing HMA, ensure that the base temperature meets the minimum temperature requirements specified in Table 401.03.03-1.

Table 401.03.03-1 Minimum Base Temperature	
Lift Thickness, inches (t)	Minimum Base Temperature, °F
$t \leq 1$	50
$1 < t < 2$	41
$t \geq 2$	32

C. Test Strip. Construct a test strip for contracts with more than 5500 tons of HMA. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in 401.03.02, before placing HMA. Transport and deliver, spread and grade, and compact as specified in 401.03.03.D, 401.03.03.E, and 401.03.03.F, respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1200 square yards placed for each job mix formula. While constructing the test strip, record the following information and submit to the Engineer:

1. **Ambient Temperature.** Measure ambient temperature at the beginning and end of each day's paving operation.
2. **Base Temperature.** Measure the surface temperature of the existing base before paving.
3. **HMA Temperature.** Measure the temperature of the HMA immediately after placement.
4. **Roller Pattern.** Provide details on the number of rollers, type, and number of passes used on the test strip.
5. **Nuclear Density Gauge Readings.** Obtain the maximum density from the plant, and input it into the nuclear density gauge. Use the nuclear density gauge to read the bulk density and percent air voids.
6. **Quality Control Core Density Test Results.** Take 5 randomly selected quality control cores to test for the bulk specific gravity and the maximum specific gravity. Use drilling equipment with a water-cooled, diamond-tipped, masonry drill bit that shall produce 6-inch nominal diameter

cores for the full depth of the pavement. Remove the core from the pavement without damaging it. After removing the core, remove all water from the hole. Fill the hole with HMA or cold patching material, and compact the material so that it is 1/4 inch above the surrounding pavement surface. Compare the nuclear density gauge readings and the core test results to establish a correlation. Use this correlation as a guide for the continued use of the nuclear density gauge for density control.

Upon completion of the test strip, the Contractor may continue paving. If the Contractor does not continue paving, the Engineer will accept the test strip as 1 lot regardless of size. If the test strip does not meet requirements, make adjustments and construct a second test strip. If the second test strip does not meet requirements, suspend paving operations until written approval to proceed is received. Before making adjustments to the paving operations, notify the Engineer in writing.

D. Transportation and Delivery of HMA. Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime lighting is provided as specified in 108.06. The Engineer will reject HMA if the HMA trucks meet the requirements specified in 1009.02. The Engineer will suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weigh ticket from a fully automatic scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

1. Name and location of the HMA plant.
2. Project title.
3. Load time and date.
4. Truck number.
5. Mix designation.
6. Plant lot number.
7. Tare, gross, and net weight.

A certified weighmaster shall sign and affix a seal to the weigh tickets. In the event of breakdown of an automatic printer system, the Engineer will accept weigh tickets showing the tare, gross, and net weight of each truck, as entered and certified by a weighmaster for a period not exceeding the necessary repair time as certified by a licensed repairman.

When using an automated batching plant, obtain weigh tickets from the printer used in conjunction with an automated batching and mixing system. The printed ticket shall show the individual weights of the various components of the HMA in a batch, the total weight of each batch, and the sum of all batch weights in the truckload. At the completion of each day's work, a producer's representative shall certify that the total net weight supplied to each Contract was correct.

E. Spreading and Grading. If using a stringline reference system, ensure that the system is in place and approved by the Engineer before placing HMA. Ensure that the underlying surface meets line and grade as specified in 202.03.03.C. Before placing HMA, ensure that the tack coat or prime coat has been placed as specified in 401.03.02. Obtain Engineer approval of the underlying surface far enough in advance of spreading HMA to allow 1 day's paving operations.

Ensure that the certified APCT is present during paving operations. Ensure that an MTV independently delivers HMA from the HMA trucks to the HMA paver.

Before beginning, ensure that the temperature of the screed on the HMA paver is heated to at least the laydown temperature of the HMA. Using the MTVs and HMA pavers, construct paving courses in lifts of at least 4 times the nominal maximum aggregate size of the HMA being constructed. Ensure that the grade and profile are maintained.

Where directed, use HMA having a nominal maximum aggregate size of 3/8 inch or less in transition (run out) areas. On areas where irregularities or unavoidable obstacles make use of a paver impractical, spread, rake, and lute HMA with hand tools. For these areas, dump, spread, and screed the HMA to obtain the required compacted thickness.

Construct joints as follows:

1. **Longitudinal Joints.** Perform paving with the spring-loaded end plates of the paver in the “down” position. The longitudinal joint in 1 lift shall offset that in the lift immediately below by approximately 6 inches. Offset the joint in the surface course from the lane lines by 6 inches. When constructing a joint between lanes of opposing traffic, offset the joint by 6 inches into either lane.
 - a. **Echelon Paving.** If a single paver does not spread the HMA the entire width of the roadway, use 2 or more pavers in echelon. Ensure that the trailing paver follows within 300 feet of the lead paver. Extend the screed and end gate of the trailing paver 1 inch over the uncompacted HMA placed by the lead paver. Ensure that the uncompacted HMA elevation from the trailing paver is equal to that from the lead paver at the joint. The Contractor may construct either a butt joint or a wedge joint. Do not rake the joint.
 - b. **Cold Joint Paving.** If echelon paving is not possible, construct the pavement using cold longitudinal joints. When constructing the first lane, compact so the line and grade of the edges of the HMA are not displaced. Construct longitudinal joints parallel to the centerlines within a tolerance of ± 3 inches per 100 linear feet. If this tolerance is not met, trim or mill the edge of the HMA mat as necessary. Before paving the abutting lane, ensure longitudinal joints are free from dust and debris. For surface course only, uniformly apply polymerized joint adhesive to longitudinal cold joint. Apply a 1/8-inch thick coating of polymerized joint adhesive over the entire joint face. Apply slowly to ensure an even coating thickness.

When maintaining traffic with a lift thickness greater than 2-1/4 inches, construct a wedge joint. The Engineer will permit a butt joint for lift thickness 2-1/4 inches or less when maintaining traffic, or for lift thickness greater than 2-1/4 inches when maintaining traffic is not required. Maintain a uniform width and depth of overlapped material at all times. Position the paver so that the HMA overlaps the edge of the lane previously placed by 1 to 2 inches. Leave the material sufficiently high to allow for compaction. Lute back overlapped material, pushing the material off of the cold HMA and onto the hot HMA mat directly over the joint. Remove excess material instead of broadcasting it across the new lift.

When compacted, ensure that the new mat at the joint is even or slightly higher (maximum 1/8 inch) than the previously placed adjoining mat. If the newly compacted mat results in a depression at the joint of 1/8 inch or more lower than the previously placed adjacent HMA lift, suspend all paving operations until corrective action is taken to prevent reoccurrence.

2. **Transverse Joints.** Construct transverse joints to provide a smooth riding surface. When using a bulkhead to form the joint, ensure that the bulkhead forms a straight line and vertical face. If a bulkhead is not used to form the joint, make the joint by sawing the compacted HMA for a sufficient distance behind the end of the placement to ensure full thickness and a smooth surface at the joint. Remove the full lift thickness of HMA ahead of the sawed joint. In either case, paint the joint face with polymerized joint adhesive before the fresh material is placed against it. Unless prohibited by field conditions, cross roll to obtain thorough compaction of these joints.

F. Compacting. Compact with the minimum number of rollers as specified in the Table 401.03.03-2.

Table 401.03.03-2 Compaction Requirements	
Laydown Rate (r), yd²/day	Minimum Number of Rollers
$r \leq 2000$	1
$2000 < r < 4000$	2
$r \geq 4000$	3

Orient the drive axles of the roller towards the paver during compaction operation. Operate rollers at a slow, uniform speed not exceeding 2-1/2 miles per hour. If necessary to prevent adhesion of the HMA to the rollers, keep the wheels moistened with water mixed with very small quantities of detergent. Begin compacting at the sides and progress gradually to the center. On superelevated curves, compact from the lower to the upper edge parallel to the centerline and uniformly overlap each preceding track until the entire surface has been compacted.

Continue rolling until roller marks are eliminated and the air voids conform to the specified requirements. Along forms, curbs, headers, walls, and other places not accessible to the rollers, compact the HMA by a vibratory drum compactor. Remove and replace HMA that becomes loose, broken, or otherwise defective or that shows an excess or deficiency of asphalt binder material.

When paving in echelon, keep the rollers for the first lane approximately 6 inches from the unconfined edge adjacent to the second paving operation. After HMA from the second paver is placed against the uncompacted edge of the mat from the first paver, compact the HMA on both sides of the joint. Prevent lateral or vertical displacement of the unconfined edge during the compaction operation. Ensure that the edge of the drums of the rollers extends over the free edge of the mat by at least 6 inches. When compacting the butt or wedge joint, while paving the adjacent lane, place the roller on the newly placed HMA and overlap the joint by approximately 6 inches.

If a test strip was not required, establish a correlation between the nuclear density gauge and the cores as specified in 401.03.03.C.6. To adjust correlation with the thin lift nuclear density gauge, take 1 additional core every week during the paving operation. The Engineer may approve additional coring with valid cause presented by the Contractor. On a weekly basis, provide results of both the nuclear density and core testing to the Engineer. Provide core and nuclear density results that include the bulk specific gravity, the maximum specific gravity according to AASHTO T 209, and the percent air voids. Failure to submit the core and nuclear density test results from the previous week's paving will result in suspended paving operations.

G. Opening to Traffic. Remove loose material from the traveled way, shoulder, and auxiliary lanes before opening to traffic. Open HMA courses to traffic or construction equipment, including paving equipment, only after the surface temperatures meet the following requirements:

1. When using PG 64-22 or PG 70-22, do not allow traffic or construction equipment on the HMA course until the surface temperature is less than 140 °F.
2. When using PG 76-22, do not allow traffic or construction equipment on the HMA course until the surface temperature is less than 170 °F.

H. Air Void Requirements. Mainline lots are defined as the area covered by a day's paving production of the same job mixed formula between 1000 and 4000 tons for the traveled way and auxiliary lanes. The Engineer will combine daily production areas less than 1000 tons with previous or subsequent production areas to meet the minimum lot requirements. When the maximum lot requirement is exceeded in a day's production, the Engineer will divide the area of HMA placed into 2 lots with approximately equal areas.

Ramp pavement lots are defined as approximately 10,000 square yards of pavement in ramps. The Engineer may combine ramps with less than the minimum area into a single lot. If 2 or more ramps are included in a

single lot, the Engineer will require additional cores to ensure that at least 1 core is taken from each ramp. Other pavement lots are defined as approximately 10,000 square yards of pavement in shoulders and other undefined areas.

The Engineer will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 10 percent defective. For lots in which PD < 10, the Engineer will award a positive pay adjustment. For lots in which PD > 10, the Engineer will assess a negative pay adjustment.

The Engineer will determine air voids from 5 cores taken from each lot in random locations. The Engineer will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Engineer will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Engineer will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Engineer will calculate pay adjustments based on the following:

1. Sample Mean (\bar{X}) and Standard Deviation (S) of the N Test Results (X_1, X_2, \dots, X_N).

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

2. Quality Index (Q).

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

3. Percent Defective (PD). Using NJDOT ST for the appropriate sample size, the Engineer will determine PDL and PDU associated with QL and QU, respectively. PD = PDL + PDU

4. Percent Pay Adjustment (PPA). Calculate the PPA for traveled way and ramp lots as specified in Table 401.03.03-3.

Table 401.03.03-3 PPA for Mainline Lots and Ramp Lots

	Quality	PPA
Surface	PD < 10	PPA = 4 - (0.4 PD)
	10 ≤ PD < 30	PPA = 1 - (0.1 PD)
	PD ≥ 30	PPA = 40 - (1.4 PD)
Intermediate and Base	PD < 30	PPA = 1 - (0.1 PD)
	PD ≥ 30	PPA = 40 - (1.4 PD)

Calculate the PPA for other pavement lots as specified in Table 401.03.03-4.

Table 401.03.03-4 PPA for Other Pavement Lots

	Quality	PPA
All Courses	PD < 50	PPA = 1 - (0.1 PD)
	PD ≥ 50	PPA = 92 - (1.92 PD)

5. Outlier Detection. The Engineer will screen all acceptance cores for outliers using a statistically valid procedure. If an outlier is detected, replace that core by taking an additional core at the same offset and within 5 feet of the original station. The following procedure applies only for a sample size of 5.

- The Engineer will arrange the 5 core results in ascending order, in which X1 represents the smallest value and X5 represents the largest value.
- If X5 is suspected of being an outlier, the Engineer will calculate:

$$R = \frac{X_5 - X_4}{X_5 - X_1}$$

- If X1 is suspected of being an outlier, the Engineer will calculate:

$$R = \frac{X_2 - X_1}{X_5 - X_1}$$

- If $R > 0.642$, the value is judged to be statistically significant and the core is excluded.

6. Retest. If the initial series of 5 cores produces a percent defective value of $PD \geq 30$ for mainline or ramp lots, or $PD \geq 50$ for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the Engineer. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Engineer will use the initial core results to determine the PPA. If the additional cores are taken, the Engineer will recalculate the PPA using the combined results from the 10 cores.

7. Removal and Replacement. If the final lot $PD \geq 75$ (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

I. Thickness Requirements. Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown. The size and the assigned number of thickness lots will match those of the surface course air void lots. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot.

The Engineer will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Engineer will base acceptance on total thickness and thickness of the surface

course.

1. Total Thickness. The Engineer will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Engineer will consider 10 percent defective as the acceptable quality limit. For lots where PD < 10, the Engineer will award a positive pay adjustment. For lots where PD > 10, the Engineer will assess a negative pay adjustment. The Engineer will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows:

- a. **Sample Mean (\bar{X}) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).** Calculate as specified in 401.03.03.H.1.
- b. **Quality Index (QI).**

$$Q_L = (\bar{X} - T_{des})/S, \text{ and } T_{des} \text{ is the design thickness.}$$

- c. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with QL (lower limit).
- d. **Percent Pay Adjustment (PPA).** The Engineer will determine the pay adjustment based on the quantity of the surface course \times PPA.

Table 401.03.03-5 Pay Equations for Thickness

Quality	PPA
PD < 30	PPA = 1 - (0.1 \times PD)
PD \geq 30	PPA = 40 - (1.4 \times PD)

- e. **Retest.** If the initial series of 5 cores produces a percent defective value of PD \geq 30, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the Engineer. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Engineer will use the initial core results to determine the PPA. If the additional cores are taken, the Engineer will recalculate the PPA using the combined results from the 10 cores.
- f. **Removal and Replacement.** If the final lot PD \geq 75 (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.

2. Surface Course Thickness. The Engineer will evaluate the surface course solely to determine whether a remove and- replace or an overlay condition exists, not for pay adjustment. The Engineer will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Engineer will accept pavement lots with PD \leq 10 and will reject pavement lots with PD > 10.

The Engineer will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. **Sample Mean (\bar{X}) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).** Calculate using the formula as specified in 401.03.03.H.1.
- b. **Quality Index (Q).**

$$Q_L = (\bar{X} - T_{all})/S, \text{ where } T_{all} \text{ is the minimum allowable thickness.}$$

Table 401.03.03-6 Surface Course Thickness Requirements	
HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T_{all})
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with QL (lower limit).
- d. **Retest.** If the initial series of 5 cores produces a percent defective value of PD > 10, the Contractor may take an additional 5 cores at random locations determined by the Engineer. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Engineer will use the initial core results to determine the PPA. When the additional cores are taken, the Engineer will recalculate the PPA using the combined results from the 10 cores to obtain the total PD.
- e. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement, the Engineer will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

J. Ride Quality Requirements. The Engineer will evaluate the HMA surface course using the International Roughness Index (IRI) according to ASTM E 1926. The Engineer will use the measured IRI to compute the appropriate pay adjustment (PA). The PA may be positive for superior quality work or negative for defective work. The Engineer will calculate the PA as specified in Table 401.03.03-7 and will base PA on lots of 0.01 mile length for each lane, ramp, and shoulder.

1. **Smoothness Measurement.** The Engineer will test the longitudinal profile of the HMA surface course for ride quality with a Class 1 Inertial Profiling System according to AASHTO MP 11 approved according to AASHTO PP 49. The Engineer will test the full extent of the pavement in the direction of travel in each wheel path. The single IRI value reported for each 0.01-mile lot of pavement is the average of 3 runs.
2. **Control Testing.** Perform control testing during HMA placement to ensure compliance with the ride quality requirements specified in Table 401.03.03-7.
3. **Preparation for IRI Testing.** Provide the necessary traffic control when the Engineer performs IRI testing. Perform required mechanical sweeping of the surface course before IRI testing. To facilitate auto triggering on laser profilers, place a single line of preformed traffic marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested. Submit the actual stationing for each traffic marking tape location to the Engineer.
4. **Acceptance.** The Engineer will determine acceptance and make payment adjustments based on the following:
 - a. **Pay Adjustment.** The pay equations in Table 401.03.03-7 express the pay adjustment in dollars per lot of 0.01 mile. For lots of any other length, the Engineer will scale the pay adjustment up or down in proportion to the actual length of the lot. IRI numbers are in inches per mile.

Table 401.03.03-7 – Pay Equations for Ride Quality for 0.01 Mile

		More than one lift	
Freeways / Limited Access Highways	IRI < 45	PA = \$100	
	45 ≤ IRI < 63	PA = \$350 – (\$5.5556 × IRI)	
	IRI = 63	PA = \$0	
	63 < IRI ≤ 125	PA = (IRI – 63) × (–\$16.1290)	
	IRI > 125	Remove & Replace	
			One lift
	IRI < 60	PA = \$50	
	60 ≤ IRI < 75	PA = \$250 – (\$3.3333 × IRI)	
	IRI = 75	PA = \$0	
	75 < IRI ≤ 145	PA = (IRI – 75) × (–\$7.1429)	
IRI > 145	Remove & Replace		
Highways Other Than Freeways/Limited Access			More than one lift
	IRI < 60	PA = \$50	
	60 ≤ IRI < 80	PA = \$200 – (\$2.50 × IRI)	
	IRI = 80	PA = \$0	
	80 < IRI ≤ 140	PA = (IRI – 80) × (–\$8.3333)	
	IRI > 140	Remove & Replace	
			One lift
	IRI < 70	PA = \$50	
	70 ≤ IRI < 85	PA = \$283.33 – (\$3.333 × IRI)	
	IRI = 85	PA = \$0	
85 < IRI ≤ 160	PA = (IRI – 85) × (– \$6.6667)		
IRI > 160	Remove & Replace		
Other Roadways	IRI < 80	PA = \$50	
	80 ≤ IRI < 100	PA = \$250 – (\$2.50 × IRI)	
	IRI = 100	PA = \$0	
	100 < IRI ≤ 170	PA = (IRI – 100) × (–\$7.1429)	
	IRI > 170	Remove & Replace	
Ramps and Shoulders	IRI = 120	PA = \$0	
	120 < IRI ≤ 170	PA = (IRI – 120) × (–\$10.00)	
	IRI > 170	Remove & Replace	

- b. **Retest provision.** After testing, if the IRI exceeds the Remove and Replace value (RRV) in Table 401.03.03-7, the Engineer will retest the lot. The Engineer will average the IRI values from the initial test and the retest to determine the final result. If there is definitive evidence that the initial test is invalid, the Engineer will disregard the initial test and will consider the retest as the initial test. If there is no evidence that the original test was invalid, the Engineer will average the IRI values from the initial test and the retest to determine the final result.
- c. **Removal and Replacement.** If the average IRI is greater than the RRV after a retest is performed, remove and replace the lot. Any replacement work is subject to the same requirements as the initial work. On contracts where only a small percentage (less than 8 percent) of paving lots falls under the RRV, the Engineer may allow the Contractor to submit a plan for corrective action. If the Contractor’s plan for corrective action is not approved, the Engineer may require removal and replacement, or may allow the lot to remain in place and the lot will be subject to the pay adjustment as computed in Table 401.03.03-7. If the Contractor’s plan for corrective action is approved and the lot is reworked, the Engineer will test and evaluate

it as a new lot that must meet the same requirements as the initial work. Corrective action locations are not eligible for bonus payments.

401.03.04 Sawcutting and Sealing of Joints in HMA Overlays

Before paving over concrete pavement, identify joint locations and maintain references throughout paving operations. Ensure that the HMA overlay is sawcut directly over the existing concrete pavement joints. Make sawcuts between 1 and 5 days after placement of the overlay. Existing transverse joints that are offset at the longitudinal joint by more than 1 inch, measured between the centers of the joints, require separate sawcuts terminating at the longitudinal joint. For full-depth HMA replacement of an underlying concrete slab, sawcut the overlay directly over the HMA/slab interfaces.

Sawcut as specified in Table 401.03.04-1:

Table 401.03.04-1 Sawcuts in HMA Overlays		
Total Overlay Thickness (t), inches	Width of cut, inches	Depth of cut, inches
t < 6	1/4 to 3/8	2
t ≥ 6	1/4 to 3/8	4

Sawcut the transverse joints the full width of the traveled way and 3 feet into the shoulder. If the surface course is not to be constructed within 30 days of placing the base or intermediate course, within 5 days, make a 1/8-inch wide sawcut 2 inches deep over the joints. The Engineer will not require sealing or cleaning of these sawcuts. When placing the surface course, make a 1/4 to 3/8-inch sawcut the full depth of the surface course. If cracks appear in a base or intermediate course before placing the surface course, sawcut the surface course directly over the crack, rather than directly over the joint.

After sawcutting, immediately collect the slurry from the sawcut cavity and surrounding pavement surface and dispose of as specified 201.03.09. Clean sawcuts with a 150-pounds-per-square-inch water blast to remove remaining debris in the sawcut cavity, and then blow sawcuts with a hot-air lance to provide a dry surface. Immediately after blowing, seal sawcuts.

Seal joints with hot-poured joint sealer prepared according to the manufacturer’s recommendations. Do not heat joint sealer at the pouring temperature for more than 6 hours and do not reheat. Fill the sawcuts so that after cooling the level of the sealer is not more than 1/4 inch above, or less than 1/8 inch below, the surface. Do not spread sand or other fine material on the sealed joints. Before opening to traffic, allow joint sealer to cure to prevent pickup.

401.04 MEASUREMENT AND PAYMENT

The Engineer will measure and make payment for Items as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
HMA Profile Milling, 1.5” Thick and Variable	Square Yard
Hot Mix Asphalt, Surface Course, Mix 9.5M64, 2” Thick	Ton
Asphalt Walking Path, 8’ Wide	Square Yard
Remove & Replace Asphalt Driveway Apron, 2” Thick If & Where Directed	Ton

The Engineer will measure HOT MIX ASPHALT _____ SURFACE COURSE, HOT MIX ASPHALT _____ INTERMEDIATE COURSE, AND HOT MIX ASPHALT _____ BASE

COURSE by the ton as indicated on the certified weigh tickets, **excluding unused** material. When nominal maximum aggregate size 3/8-inch HMA surface course is directed for use in transition (run out) areas, the Engineer will include this weight with the weight for HOT MIX ASPHALT ___ ___ SURFACE COURSE.

ITEM NO. 7 – DUGOUT

Section 501.01 - Description

This work shall consist of the construction of dugouts as shown on the Plans and indicated in the Specifications. **Mobilization and layout for this item shall be included in bid. Saw cutting of existing dugout concrete pad and expansion, as shown on detail sheet 4 of 12, of that pad shall be included in this Item No. The removal of existing dugout shall be included in this Item No.**

Section 501.02(b) Storage of Materials

Cement shall be stored to prevent deterioration or contamination. Cement, which has become caked, partially set or otherwise deteriorated, shall not be used.

Aggregates shall be stored and handled to preserve gradation and cleanliness.

Reinforcing steel and accessories shall be stored clear of soil with covering as to prevent dirt or weather damage.

Section 501.02(c) Materials

Portland Cement shall be ASTM C150, Type I or II.

Aggregate shall be clean, hard, durable material free from loam, clay, dust, alkali, or vegetative material conforming to ASTM C33.

Fine aggregate shall consist of sand not containing more than a total of 3% dry weight of clay, loam, silt or mica with 100% passing 3/8" sieve and 0 – 10% passing No. 100 sieve.

Coarse aggregate shall consist of hard, durable sharp angled crushed gravel or stone containing not more than 5% dry weight of dust. Coarse aggregate for concrete shall have a maximum size of 3/4" with 90-100% passing 3/4" sieve and 0-5% passing a No. 8 sieve.

Air Entraining - Shall conform to ASTM C260.

Water Reducing Admixture for Footings – Eucon WR-75 by Euclid Co. or Plastocrete 160 by Sika Corp. or approved equal. The admixture shall conform to ASTM C494, Type A and not contain more than 0.05% chloride ions.

High Range Water Reducing Admixture (Superplasticizer) – for all concrete work, walls, slabs, etc., Eucon 37 by Euclid Co. or Sikament by Sika Chemical Corp. or approved equal. Shall conform to ASTM C 494 Type F or G.

Accelerator - Shall conform to ASTM c494, Type C or E

Expansion Joint Filler – Shall be non-extruding resilient type conforming to ASTM D1751 (bituminous) for exterior use and ASTM D1752 (non-bituminous) for interior use.

Form Coating – shall be non-staining, non-oil base type, Noxcrete, Magic-Cote, Formshield or approved equal.

Liquid Curing and Sealing Compound – Shall conform to TT-C-800A. The compound shall be clear styrene butadiene type and shall be applied at a coverage rate of 300 SF/gallon.

Bonding Agent – Shall be polyvinyl acetate, rewettable type. “Euco Weld” by the Euclid Chemical co. or approved equal.

Dovetail Anchor Slots – Shall be No. 100, 22-gage galv. Steel.

Water Stop – Style 751 by Greenstreak or equivalent.

Lumber – Pressure treated pine No. 2 prime.

Section 202.02(c) Concrete

The compressive strength of the concrete for each portion of the structure shall be as designated below. Strength requirements shall be based on 28 day tests unless otherwise specified.

Column footings, wall footings, piers, walls and all floor slabs:

Normal weight concrete

3000 PSI @ 28 days

Air content: 4.5% minimum, 7.5% maximum (interior floor slabs shall have a maximum air content of 3%).

Slump – 4” maximum

Admixture – Water reducing agent

W/C ratio – 0.45 maximum by weight

Exterior Concrete Work, walls, Piers, Etc.:

Normal weight concrete

4000 PSI @ 28 days

Air content: 4.5% minimum, 7.5% maximum

Slump – 4” maximum

Admixture – High Range Water reducing agent

W/C ratio – 0.45 maximum by weight

Admixture Usage – Concrete for footings shall contain the specified water reducing admixture. For all other concrete work, super plasticizer shall be used.

Design Mixes - Mix designs must be submitted for each class of concrete. Mix design shall be prepared by an independent testing lab. Design mix shall be signed and sealed by a professional engineer licensed in New Jersey. Acceptance of Mix design does not relieve contractor from ensuring that the concrete meets the specifications herein.

Section 501.04 Carpentry

This Section covers the furnishing and installation of all wood framing, trusses, furring, grounds, blocking, curbs and all other items of concealed rough carpentry required including all nails, bolts, screws, fasteners and appurtenances. This section shall also include installation of all standing and running trim and other related or incidental finish work.

Section 501.04(b) Installation

Rough carpentry shall be preformed by the methods and means accepted and normal to the trade. Members shall be accurately cut and set with square, tight joints rigidly secured with the appropriate fasteners.

Lumber and plywood attached to steel members shall be secured thereto by bolts or screws. Members

attached to concrete or masonry shall be secured thereto by bolts or screws.

Nails and other fasteners shall be of the type, size and quantity dictated by good practice procedures to firmly secure each member in permanent position.

All nailers, curbs, blocking used in and around the roof construction, shall be pressure treated in accordance with AWPB C1, C2, C9 and AWPB LP2, LP22, P9.

The quality standards of the Architectural Woodwork Institute shall apply and by reference are made part of this specification.

Section 501.05 Asphalt Shingles

The work of this section covers all material and labor required to furnish and install the asphalt shingle roofs as shown on the drawings and hereinafter specified to complete and provide a watertight roofing system. Shingles shall match existing dugout.

Samples and descriptive performance literature shall be submitted for review and color selection before any materials are delivered to the site.

Section 501.05(b) Service Guarantee

Contractor shall submit a Roof Service Guarantee, of unlimited financial liability, provided by approved materials manufacturer or an approved surety, and prepared in such form and substance as hereinafter specified agreeable to the Owner. Service Guarantee shall provide for prompt repair at no cost to the Owner, of any failure or fault in roofing system and/or flashing by any cause other than structural building failure, natural disaster, alteration or repair in a manner unprescribed by the grantor, or change in original principal usage of building without Grantor's knowledge and consent, for a period of fifteen (15) years from the date of completion and Owner's acceptance. Guarantee shall also provide Guarantors' inspection of roof during installation, at completion and again 5 year thereafter. All costs for inspections and covered repairs shall be borne by Guarantor.

Section 501.05(c) Installation

Underlayment and Shingles to be installed over deck in accordance with manufacturer's recommendation.

Section 501.07 Benches

The work of this section covers all material and labor required to furnish and install benches for the dugouts as herein specified and directed by the Engineer.

Section 501.07(a) Materials

Benches shall be one (1) 16 feet aluminum benches, without back supports made from "The Park Catalog" or approved equal and shall be attached to the concrete floor of each dugout.

Section 501.08 - Basis of Payment

Dugouts work will be paid by a unit bid amount.

Pay Unit

Pay Unit

Dugouts

Unit

Payment will be made for the item Dugouts for the quantity as above determined at the unit price bid for this item in the proposal, maintenance and removal of measures employed, etc., all as above described including all labor, equipment and all else necessary therefore and incidental thereto. Payment will include the painting of the dugouts.

ITEM NO. S2-2 – CHAIN LINK FENCE , 4’ HIGH

ITEM NO. 8 – CHAIN LINK FENCE , 6’ HIGH

ITEM NO. 9 – CHAIN LINK FENCE , 8’ HIGH

ITEM NO. 10 – CHAIN LINK FENCE , 16’ HIGH

ITEM NO. S2-2 – CHAIN LINK FENCE – GATE 4’ HIGH 6’ WIDE

ITEM NO. 11 – CHAIN LINK FENCE – SLIDE GATE 6’ HIGH

Section 614.01 - Description

The Contractor shall furnish all labor, material, equipment, etc., for the installation of a chain link fence, complete in place with gates, as shown on the plans and as herein specified and directed by the Engineer. **Mobilization and layout for this item shall be included in bid. The restoration, in kind, of the existing ground that is disturbed as a result of the installation of the proposed fence shall be included in the unit price for each fence type.**

Section 614.02 - Materials

Chain link fence, as referred to in these specifications, shall consist of galvanized steel fabric and galvanized steel post, including gates constructed on bases.

Fabric - Wire fabric shall be No. 9 gauge galvanized steel wire woven to a 2 inch mesh with top and bottom salvages knuckled. Varying fence heights as specified in the Proposal are required. All mesh shall be black vinyl coated. Dugout faces shall have 1-3/4” Open x 9 gauge x 8’ high black vinyl coated mesh. Mesh shall be hung from existing frame work.

Terminal/Corner Posts- All corner and end posts shall be 2.5” O.D. “Standard Weight” pipe, 5.79 pounds per linear foot.

Intermediate Posts – Intermediate posts may be 2.0” O.D. nominal galvanized steel pipe, 2.70 lbs. per linear foot.

Rails & Braces – Top rails and middle rails shall be 1 5/8” O.D. standard weight galvanized pipe, 2.27 lbs. Per linear foot. Middle rails only required for 12’ high fence or higher.

Galvanizing – All posts and other appurtenances used in construction of the fence shall be hot dipped or electrogalvanized steel, or other non-corrosive metal. The zinc coating on all fabric and wire shall weigh not less than 1.2 ounces per square foot of surface area.

Ornaments – All posts, where designated, are to be equipped with malleable, cast iron or pressed steel ornamental tops. Tubular post tops to be so designed as to exclude moisture from the post. All intermediate post tops to be designed to hold the top rail.

Back Stops – Fabric shall be the same as for the dugout faces. 2 runs of 8’ high mesh for 16’ chain link fence. End, line and corner posts shall be 4” O.D. standard weight galvanized pipe with concrete footings. Top, middle and bottom rails are to be 1-5/8” O.D.

Gates – Gates (both slide and swing) shall be installed with industrial hardware. Swing gates shall include all hardware for an operational gate to swing both ways.

Section 614.04 - Construction

Fence and gates shall be erected in accordance with the construction requirements recommended by the

manufacturer and the following:

Terminal posts shall be set at the beginning and end of each continuous length of fence, at abrupt changes in vertical and horizontal alignment and on each side of gate locations. Aluminum surfaces to be placed in contact with concrete shall be given a coat of zinc chromate primer.

Posts to be set in concrete shall be installed in dug or predrilled holes. Posts not requiring concrete foundation may be driven to the required depth if ground conditions permit or the posts shall be installed in holes dug or drilled to allow room for backfilling.

Post holes for posts not requiring concrete foundations shall be backfilled with suitable material. Backfill shall be placed in layers not exceeding 4 inches and each layer shall be thoroughly tamped.

Pull shall not be applied to posts set in concrete foundations until the concrete has cured a minimum of 72 hours.

Gates shall be equipped with locks and two (2) sets of keys.

Section 614.07 - Method of Measurement

Fence of the various kinds and sizes will be measured by the linear foot along the bottom line of the fence.

Section 614.08 - Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Chain Link Fence, 4' High	Linear Foot
Chain Link Fence, 8' High	Linear Foot
Chain Link Fence, 12' High	Linear Foot
Chain Link Fence, 16' High	Linear Foot
Chain Link Fence – Gate 4' High 6' Wide	Unit
Chain Link Fence – Slide Gate 6" High	Unit

Payment for this Item, for the quantity as above determined at the unit price bid in the proposal, which price shall include, but not necessarily be limited to the cost of all materials, delivery, excavation, placement, grading, compaction, rods, pipe, concrete, wire, etc., all as described including all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation.

ITEM NO. 12 – CONCRETE SIDEWALK, 4” THICK
ITEM NO. 13 – CONCRETE PARKING PAD, 6” THICK
ITEM NO. 14 – CONCRETE HANDICAP RAMP, W/ DETECTABLE WARNING SURFACE

606.01 DESCRIPTION

This work shall consist of the construction of Portland cement concrete. It shall include the excavation at the required locations and to the prescribed lines, grades and dimensions to construct concrete sidewalks, gutters and driveway aprons. The construction of concrete driveway aprons shall include the cost of resetting all water meter and/or sanitary sewer cleanouts. The Engineer and the contractor shall meet in the field to verify dimensions and location of the new sidewalk prior to contractor pouring concrete. **Mobilization and layout for this item shall be included in bid. All concrete work for ADA ramps shall be included in Item No. 12. Item No. 14 shall only included the price for the detectable warning surface and the installation of the warning surface.**

This Section describes the requirements for constructing HMA sidewalks, driveways, and islands, and concrete sidewalks, driveways, and islands.

606.02 MATERIALS

606.02.01 Materials

Provide materials as specified:

DGA	901.10
HMA (9.5M64).....	902.02
Concrete.....	903.03
Curing Materials.....	903.10
Reinforcement Steel	905.01
Welded Wire Reinforcement.....	905.01.03
Preformed Joint Filler.....	914.01
Hot-Poured Joint Sealer, Type 2.....	914.02
Sleeves.....	919.10
Detectable Warning Surface.....	919.14

For driveways, the Contractor may use Class E concrete, as specified in 903.04, in order to open the driveway to traffic in 3 days.

606.02.02 Equipment

Provide equipment as specified:

HMA Compactor.....	1003.05
Vibratory Drum Compactor.....	1003.06
Bituminous Material Distributor	1003.07
Sealer Application System.....	1003.08
Vibrator.....	1005.04
Straightedge.....	1008.02
Pavement Saw.....	1008.04
Hot-Air Lance.....	1008.06
HMA Plant.....	1009.01
HMA Trucks.....	1009.02
Concrete Batching Plant	1010.01

606.03 CONSTRUCTION

606.03.01 HMA Sidewalks, Driveways and Islands

Excavate as specified in 202.03.03. 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 sleeves for signs and delineator posts at locations shown on the Plans. Ensure that sleeves are flush with the finished surface. Fill the sleeves with sand. Immediately before HMA placement, seal the top 1/2 inch with hot-poured joint sealer. Reseal the sleeves when sign or delineator posts are installed. For sidewalks and islands, construct the base course using DGA. For driveways, construct the base course using DGA as specified in 302.03.01. Construct the surface course, as specified in 401.03.03, using HMA. When compacting, use rollers that weigh at least 1/2 ton.

606.03.02 Concrete Sidewalks, Gutters, Driveways, and Islands

A. Underlayer Preparation. Excavate as specified in 202.03.03. 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. All removal of existing asphalt or concrete shall be included into bid price.

Excavation shall be performed in such a manner as to avoid damage to the adjacent curb, sidewalk, gutter, driveway, adjacent landscaping, sewer laterals, water services or gas services. All damage to adjacent construction shall be restored to a preconstruction condition without additional compensation than existing bid prices.

All excavation, concrete or other materials removed shall be transported by the Contractor and disposed of by the Contractor at his own expense.

B. 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.

C. Sleeves. When signs or delineators are shown, place sleeves at locations shown on the Plans. Ensure that sleeves are flush with the finished surface. Fill the sleeves with sand. Seal the top 1/2 inch with hot-poured joint sealer immediately after curing concrete. Reseal the sleeves when sign or delineator posts are installed.

D. Welded Wire Mesh. When reinforcement is shown for sidewalks and driveways, ensure that the welded wire mesh is free of dirt, detrimental scale, paint, oil, or other foreign substances before placing. Ensure that the welded wire mesh is halfway between the top and bottom surfaces of the concrete.

E. Expansion Joints. Construct 1/2-inch wide expansion joints, placed at intervals of approximately 20 feet, with preformed joint filler. If the sidewalk, driveway, or island is constructed on a concrete surface, install expansion joints directly over the expansion joints in the underlying concrete surface. Construct expansion joints around all appurtenances, such as manholes and utility poles, and between new concrete and any fixed structure, such as a curb, walls, buildings, or bridges. Ensure that the expansion joint material extends for the full depth. Clean the top and ends of expansion joint material of all excess concrete, and trim the expansion joint material slightly below the surface of the concrete.

F. 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. Ensure that concrete is not discharged into windrows or piles. 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 by hand spading or using internal mechanical vibrators. If a slab is not completed from transverse joint to transverse joint, remove the incomplete slab and replace. Terminate each day's placement at a transverse joint. If concrete becomes segregated during placement, cease operations and correct handling operations. Protect concrete as specified in 504.03.02.I. **Monolithic pours will NOT be permitted.**

G. Finishing Concrete. Strike off the concrete using a transverse template resting upon the side forms to the required cross-section. Finish the concrete using floats and straightedges to obtain a smooth surface. When the surface of the concrete is free from water and just before the concrete attains its initial set, texture with a broom. Round edges using an edging tool with a 1/4-inch radius. Divide the surface into blocks using a grooving tool. Ensure that groove lines coincide with expansion joints. Ensure that the grooves are cut to a depth of at least 1/2 inch. Finish the edges of the grooves using an edging tool with a 1/4-inch radius.

H. Protection and Curing. Cure concrete using curing compound as specified in 504.03.02.F. Remove forms as specified in 504.03.02.G. Ensure pedestrians do not use concrete sidewalks, islands, and driveways until 24 hours after finishing. Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from 2 concrete cylinders field cured according to AASHTO T 23.

I. Backfilling. After removing the side forms, backfill the spaces along the edges of sidewalks and driveways with suitable material. Place this material in 5-inch lifts, and compact the layers until firm.

606.03.03 Detectable Warning Surfaces

Handicap Ramp Delineation shall consist of a polyurethane detectable warning mat with truncated domes that shall be red in color as specified in plans and directed by the Engineer. The polyurethane detectable warning mat shall be the Detectable Warning Mat manufactured Detectable Warning Systems, Inc. or an approved equal. **Press-on mats will not be accepted.**

606.04 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 Yard
Concrete Parking Pad, 6" Thick	Square Yard
Concrete Handicap Ramp, w/ Detectable Warning Surface	Unit

These pay items shall include the cost of all material, labor, tools, equipment, mix design, excavation, disposal of excess materials and all else necessary therefore and incidental thereto.

ITEM NO. 15 – CRUSHED CLAM SHELLS, 2” THICK

DESCRIPTION

The work of this item consists of the furnishing, preparation and placement of crushed clam shells.

Mobilization and layout for this item shall be included in bid

MATERIALS

The shell must be clamshell (not oyster shell, mussel shell, etc.) broken into pieces of assorted sizes, but not crushed so fine as to be ground into powder. The shell must be free of fresh clam body material that will cause a prolonged undesirable odor. The clamshell must be free of any foreign matter such as processing waste, stones, gravel ect. The cost of delivery must be included in the price.

METHOD AND PAYMENT

Payment for crushed clam shells includes furnishing all labor, equipment, and materials for crushed clam shells. Crushed clam shells will be measured in place by volume in cubic yards.

ITEM NO. S1-3 – TRAFFIC STRIPES, LINES, LONG-LIFE, EPOXY RESIN, 6” THICK
ITEM NO. S1-4 – TRAFFIC STRIPES, LINES, LONG-LIFE, EPOXY RESIN, 4” THICK
ITEM NO. S1-5 – TWO-WAY PLOWABLE, BI-DIRECTIONAL AMBER PAVEMENT
REFLECTORS & CASTINGS
ITEM NO. S1-6 – TWO-WAY PLOWABLE, MONO-DIRECTIONAL WHITE
PAVEMENT REFLECTORS & CASTINGS

610.01 - DESCRIPTION

This work shall consist of applying white or yellow pavement stripes or markings to bituminous concrete and furnishing, fabrication assembly and erection of all signs as stipulated on the Plans or as directed by the Engineer. All striping and signs shall be installed in accordance with the “Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.)” **Traffic Markings, Lines, Long-Life Epoxy, shall be 4”**. Contractor shall video tape the roadways where striping is existing, showing all existing centerline striping. The construction of rumble strips shall be in conformance with NJDOT specifications details as listed in the latest edition. **Mobilization and layout for this item shall be included in bid. Item No. S1-4 shall include the ADA striping & symbols for parking stalls as shown on sheet 12 of 12 of construction plans.**

610.02 MATERIALS

610.02.01 Materials

Provide materials as specified: Flexible Delineators.....	911.03
Epoxy Traffic Stripes.....	912.03.01
Thermoplastic Traffic Markings.....	912.03.02
Raised Pavement Marker (RPM).....	912.03.03
Epoxy Resin Adhesive.....	912.03.03.2
Lenses.....	912.03.03.3
Lens to Casting Adhesive.....	912.03.03.4

610.02.02 Equipment

Provide equipment as specified: Grinding Machine.....	1006.08
Epoxy Striping Equipment	1007.01
Thermoplastic Applicator.....	1007.02
Traffic Stripe and Marking Removal Equipment.....	1007.03
Rumble Strip Cutting Machine.....	1007.04
Pavement Saw.....	1008.04

610.03 CONSTRUCTION

610.03.01 Long-Life Traffic Stripes

A. Striping Plan. At least 20 days before beginning the work, submit to the Engineer for approval a striping plan that includes:

1. Schedule of operations for applying traffic stripes.
2. Number and type of equipment.
3. Manufacturer’s recommendations for use of the materials, including, but not limited to, mixing ratios and application temperatures.

B. Surface Preparation. Immediately before striping the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the stripes to be placed.

C. Striping Test Strip. Before beginning long-life traffic striping operations, construct 1 or more striping test strips as specified in 610.03.01.D. For each striping test strip, apply striping to approximately 500 linear feet of pavement with the same striping procedure that will be used for the Project. Construct a test strip for each applicator unit and long-life material used. Construct additional test strips when major equipment repairs or adjustments are made or when the traffic stripes are determined to be defective. When the test strip is in compliance, as determined by the Engineer, proceed with striping operations. Each test strip may remain in place and become part of the finished stripes subject to the requirements of 610.03.01.E.

D. Applying Striping. Mix epoxy resin with an automatic proportioning and mixing machine, and hot-spray the compound at a temperature of between 100 and 130 °F onto dry surfaces. Apply the compound with a wet film thickness of 20 ± 1 mil. Apply the material during dry weather conditions when the ambient temperature is a minimum of 45 °F and the surface temperature is a minimum of 50 °F. Adjust operations as required for the prevailing ambient and surface conditions to achieve a no-track drying time of 30 minutes or less.

Immediately after, or in conjunction with, the compound application, uniformly apply 12 pounds of large glass beads per gallon of epoxy resin to the compound. After applying the large glass beads, uniformly apply 12 pounds of small glass beads per gallon of epoxy resin to the compound. Remove all compound that has been tracked or spilled outside of the intended placement areas.

E. Defective Stripes. Replace long-life traffic stripes that are determined by the Engineer before Acceptance to be defective or that are damaged due to sawcutting or sealing of joints in the HMA overlay. Remove defective stripes as specified in 610.03.08. Replace the entire 10-foot skip line if the Engineer determines the line to have a deficiency.

If the Engineer determines, based upon calculated and measured yields, that the striping has a wet film thickness of less than 19 mils, restripe the entire length with 20 mils of new compound.

Replace the entire length of striping where improper curing or discoloration has occurred. Discoloration is localized areas or patches of brown or grayish colored compound. Where improper curing or discoloration occurs intermittently in intervals of 100 feet or less throughout the striping length, replace the entire length of striping from the beginning of the first occurrence until the end of the last occurrence, plus 5 feet on each end.

Replace the entire length of striping that has failed to bond to the pavement, or has chipped or cracked. Where more than 25 spots of chipping, cracking, or poor bonding have occurred within 1000 linear feet of striping, replace the entire 1000 foot length of striping.

Replace the entire area of striping where the glass bead coverage or retention is deficient, based on yield measurements made during application and on visual comparisons of the production traffic stripes with those of the test strips.

Replace the entire 1-mile length of striping where the initial retro reflectance values for 2 of 4 readings for that 1 mile length are less than 375 millicandelas per square meter per lux for white or 250 millicandelas per square meter per lux for yellow, as measured with a LTL-2000 Retro reflectometer.

F. Opening to Traffic. Complete each application of all types of traffic stripes and allow to thoroughly dry before opening to traffic. At a minimum, delineate center lines on undivided roadways and broken lines between lanes before the traveled way is opened. The Engineer will determine when the traveled way can be opened to traffic.

610.03.02 Thermoplastic Traffic Markings

A. Marking Plan. At least 20 days before beginning the work, submit to the Engineer for approval a marking plan that includes:

1. Schedule of operations for applying markings,
2. Number and type of equipment, and
3. Manufacturer's recommendations for use of the materials, including mixing ratios and application temperatures.

B. Surface Preparation. Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.

C. Applying Long-Life Traffic Markings. Place preformed thermoplastic or hot extruded thermoplastic traffic markings on thoroughly dry surfaces and during dry weather conditions. Apply using equipment and procedures that produce markings of the specified color, width, and thickness with well-defined edges, uniform retro reflectivity, and proper bonding to the pavement. Apply the thermoplastic material as follows:

1. **Extruded Thermoplastic.** Uniformly heat the thermoplastic material. When the ambient and surface temperatures are at least 50° F, apply the melted material at a temperature of between 400 and 425 °F. Extrude the thermoplastic traffic markings on the HMA or concrete pavement ensuring a thickness of 90 ± 1 mils.

Immediately after, or in conjunction with, the thermoplastic extrusion, uniformly apply glass beads to the wet material at a minimum rate of 10 pounds per 100 square feet of markings. Apply glass beads by mechanical means only.

2. **Preformed Thermoplastic.** Melt the preformed thermoplastic tape to bond the traffic markings permanently in position according to the manufacturer's recommendations. Meet the minimum initial retro reflectance value, as specified in 610.03.01.D for thermoplastic tape, by applying additional glass beads to the hot-wet material in a uniform pattern as necessary.

D. Defective Markings. Replace long-life traffic markings that are determined by the Engineer before Acceptance to be defective or that are damaged due to sawcutting or sealing of joints in the HMA overlay. Remove defective markings as specified in 610.03.08.

Replace the entire area of traffic markings determined to be less than the required thickness, to have incorrect color or width, to have failed to bond to the pavement, or to have chipped or cracked. The minimum replacement area is an individual word or symbol, or entire length of longitudinal line from where the deficiency first occurs to where it no longer exists.

Replace the entire area of marking where the initial retroreflectance value is less than 375 millicandelas per square meter per lux for white or 250 millicandelas per square meter per lux for yellow. The Engineer will determine initial retro reflectance as follows:

1. The Engineer will perform visual inspections at night to identify defective traffic markings that appear to be below the specified minimum value.

2. The Engineer will perform retro reflectance measurements with a LTL-2000 Retro reflectometer on a clean, dry surface.
3. For word markings, the Engineer will make 3 random retro reflectance measurements on each letter. For symbols, the Engineer will make 9 random retro reflectance measurements over the symbol.
4. The Engineer will average all retro reflectance measurements for each letter or symbol to determine if the minimum retro reflectance requirement is met.

E. *Opening to Traffic.* Complete each application of traffic markings and allow to thoroughly dry before opening to traffic. The Engineer will determine when the traveled way can be opened to traffic.

610.03.03 Raised Pavement Markers (RPM)

Lay out the locations of all RPMs before installing to ensure proper placement. Place RPMs as follows:

1. Place RPMs on the travel lane side of solid paint lines at a distance of 2 inches from the near edge of the paint line to the near edge of the RPM.
2. Place amber RPMs between double yellow paint lines when there is no conflict with a longitudinal joint.
3. Place RPMs located along skip lines on the line's longitudinal center axis and at the midpoint of the unpainted gap between each dash.
4. When placing RPMs near longitudinal joints, place at least 2 inches from the joint.

Obtain RE approval of RPM locations before beginning sawcutting operations. If the pre-installation layout determines that a RPM is to be placed at a transverse joint or at a location that shows evidence of cracking, checking, spalling, or the failure of underlying base material, relocate the RPM longitudinally. Obtain RE approval of the proposed relocation. Ensure that the center-to-center RPM distance does not deviate from the specified distance by ± 4 feet. If the center-to-center distance for the proposed relocation deviates from the specified center-to-center distance by ± 4 feet, do not install the RPM.

When placing RPMs on bridge deck surfaces, locate reinforcement steel in the bridge decks using a pachometer. Do not place RPMs in any location that would expose the existing reinforcement steel. Repair damage to the reinforcement steel or bridge deck that is caused by the installation of RPMs.

Sawcut roadway grooves to the depth, width, and diameter specified by the RPM manufacturer. Sawcut only those grooves for RPMs that will be installed during the same workday.

Ensure that roadway grooves are free of dirt, dust, oil, grease, moisture, curing compounds, loose or unsound pavement, or other material that may interfere with bonding of the epoxy compound. Sand blast grooves where necessary. Ensure that the grooves are dry where installing RPMs.

Apply epoxy compound according to the manufacturer's recommendations. Do not apply epoxy compound when either the pavement surface or ambient air temperature is less than 50 °F at the time of application.

Install RPMs according to the manufacturer's recommendations. RPM leveling lugs shall rest on the pavement surface. Do not allow lugs to drop below the pavement surface. The tips of each RPM's snow plow deflecting surface must remain below the roadway surface.

Use reflector adhesive to bond each RPM lens to its casting. The RE will reject a RPM if visible buildup of epoxy compound or reflector adhesive affects its optical performance.

610.03.04 Removal of RPMs

Remove RPMs that are not installed to full depth or that have a raised end exposed above the pavement surface. Fill the hole with approved material and install a new RPM longitudinally within 2 feet. Replace RPMs that have been damaged by traffic striping or marking material as a result of improperly located traffic stripes or markings.

Dispose of RPMs as specified in [201.03.09](#).

610.03.05 Removal and Replacement of RPM Lenses

Remove existing RPM lenses and install new mono-directional or bi-directional pavement reflector lenses using methods that do not damage the RPM castings.

Dispose of RPM lenses as specified in [201.03.09](#).

610.03.06 Ground Mounted Flexible Delineators

Use white for delineators located on the right side when facing in the direction of traffic. Use yellow for delineators located on the left side when facing in the direction of traffic.

Drive ground mounted flexible delineators vertically into the ground to a minimum depth of 18 inches. Position flexible delineators 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.

610.03.08 Removal of Traffic Stripes and Markings

Remove traffic stripes and traffic markings using methods that do not damage the underlying or adjacent pavement, and do not cause gouging or create ridges or grooves in the pavement. Before beginning removal operations, demonstrate to the Engineer the proposed method to remove at least 95 percent of stripes or markings without removing more than 1/16 inch of pavement thickness. Obtain Engineer approval before beginning removal operations.

The removal area includes the area of the stripe or marking plus 1 inch on all sides. Only remove traffic stripes or markings that will be replaced during the same workday. Dispose of debris from the removal of stripes and markings as specified in [201.03.09](#).

610.04 - MEASUREMENT AND PAYMENT

The Engineer will measure and make payment for Items as follows:

All Traffic Stripes, Long-Life Epoxy Resin – 4” & 6” wide will be paid by linear foot.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Stripes, Line, Long-Life, Epoxy Resin, 6” Thick	Linear Foot
Traffic Stripes, Line, Long-Life, Epoxy Resin, 4” Thick	Linear Foot
Two-way Plowable, Bi-Directional Amber Pavement Reflectors & Casting	Unit
Two-way Plowable, Mono-Directional White Pavement Reflectors & Casting	Unit

The Engineer will measure traffic stripes of the various types and materials by the linear foot for each specified width of stripe. The Engineer will not measure gaps in striping.

The Engineer will measure rumble strip by the linear foot measured in the longitudinal direction of the rumble strip without deducting the interval spacing between rumble strips and the gaps for RPM placement and make payment under the Item RUMBLE STRIP.

Payment for this Item, for the quantity as above determined at the unit price bid in the proposal, which price shall include, but not necessarily be limited to the cost of all materials, delivery, excavation, placement, grading, compaction, concrete, wire, etc., all as described including all labor, equipment, supervision, and all else necessary therefore and incidental thereto for a complete installation.

ITEM NO. 16 – SOLAR LED EDGE LIT CROSSWALK WARNING SIGN
ITEM NO. 17 – SIGNS

DESCRIPTION

This Section describes the requirements for constructing signs. All materials and furnishings required for the installation of Item No. 28 shall be included in the unit price. **Mobilization and layout for this item shall be included in bid.**

MATERIALS

Aluminum Components. Use aluminum materials conforming to the requirements in [Table 911.01.01-1](#).

Table 911.01.01-1 Aluminum Sign Components

Aluminum Items	Test Method	Alloy and Temper
Flat Sign Sheets ¹ (0.080", 0.100", 0.125" thicknesses)	ASTM B 209	5052-H38 or 6061-T6
Extruded Sign Panels ^{1,2}	ASTM B 221	6063-T6
Demountable Letters, Numerals, Symbols (0.040" thickness)	ASTM B 209	5052-H38 or 6061-T6
Bars and Rods	ASTM B 221	6063-T6
Washers, Alclad	ASTM B 209	2024-T4
Flange Splicing Material	ASTM B 209	6061-T6
Shims	ASTM B 209	1100-O
Posts, Truss Chords, Truss Bracing Members	ASTM B 221	6061-T6
Post and Chord Caps	ASTM B 26	356.0-T6
Post Clips	ASTM B 26	356.0-T6
Structural Shapes (Z-Bar Reinforcement)	ASTM B 308	6061-T6
Nuts, 5/16 inch and larger	ASTM B 211	6061-T6
Tamperproof Nuts, 1/4 inch and under	ASTM B 211	2017-T4
Rivets (size and length recommended by the manufacturer)	ASTM B 316	5052-0
Bolts (finished bolts with at least 0.002" chromated sealed anodic coating)	ASTM B 211	2024-T4

For flat sign sheets and extruded sign panels, ensure that aluminum is chromate conversion coated according to ASTM B 449, Class 2.

For extruded panels, use lightweight panels.

Retroreflective Sheeting. Use retroreflective sheeting that is listed on the QPL and conforms to ASTM D 4956. Use sheeting types as specified in [Table 911.01.01-2](#).

If overlay film is used, ensure that the combination of the overlay film with the background retroreflective sheeting conforms to the requirements of ASTM D 4956 for the required type of sheeting as specified in [Table 911.01.01-2](#). Ensure that the color combination of the retroreflective sheeting with the overlay film meets the required color for the sign background. Use retroreflective sheeting and overlay film from the

same manufacturer.

Table 911.01.01-2 Allowable Sign Sheeting Types

Sign Type	Test Method	Type
Regulatory and Warning Signs	ASTM D 4956	Type III
Guide Signs Mounted on Steel “U” Posts	ASTM D 4956	Type III

Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports
 ASTM D 4956 Type VIII or Type IX

Color Processing Ink. If a screening process is used for non-retroreflective legends and borders, use only inks recommended by the retroreflective sheeting manufacturer.

Fabrication

Sign Panels. Use flat sign panels or extruded panels to fabricate signs. Ensure that cut edges are true and smooth and free from excessive burrs or ragged breaks. Do not flame cut aluminum.

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in [Table 911.01.02-1](#). Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the MUTCD Manual of Standard Highway Signs. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

Table 911.01.02-1 Requirements for Sheet Aluminum Thickness for Flat Panel Signs

Sign Type	Thickness (inches)
Signs measuring less than 8.0 square feet (except One-Way signs)	0.080
Signs measuring 8.0 square feet or greater	0.100
One Way Signs	0.125

For multiple panel signs, use 1 foot wide extruded sections bolted together. Join sign panel sections together at the flanges with 3/8 inch bolts. Attach the sign panels to vertical supports, ensuring that the span between vertical supports is a maximum of 18 feet. Do not use extruded sign panels with steel “U” post sign supports. Use the same material and color for trim molding that is used for the sign face.

Applying Retroreflective Sheeting. Apply sheeting according to the manufacturer’s recommendations. If necessary, use 2 or more pieces of retroreflective sheeting to cover the sign face. Match color at the time of sign fabrication to provide uniform appearance. If using overlay film, use retroreflective sheeting that is the color of the proposed lettering or border. Butt-splice the sheeting and ensure that the gap between sheets does not exceed 1/32 inch. Cut sheeting flush with the edges of the panel.

Legends and Borders. The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the MUTCD Manual of Standard Highway Signs. Ensure that the lettering is aligned, spaced and sized according to MUTCD Manual of Standard Highway Signs and the working drawings. Apply the legend and borders using the following methods:

Demountable. Use sheeting type to match the required retroreflective sheeting for the sign. Apply the sheeting to cutout aluminum for demountable sign legend or border. Mount legend and border to the sign face.

Direct Applied Retroreflective Sheeting. Using sheeting type to match the required retroreflective sheeting for the sign, cutout legend, or border from the sheeting. Apply the legend or border according to the manufacturer’s recommendations.

Overlay Film. If using overlay film to color background retroreflective sheeting, computer generate legend cutouts in the overlay film. Apply the overlay film according to the manufacturer’s recommendations.

Non-Retroreflective Legend and Border. The fabricator may apply non-retroreflective legend or border using ink and application technique according to the retroreflective sheeting manufacturer’s recommendations.

Packaging, Storing, and Shipping

Package, ship, and store panels on edge and according to the sheeting manufacturer’s recommendations. Ensure that all signs are packaged so that they are protected from moisture and damage during shipment and storage.

Acceptance Inspection

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the MUTCD Manual of Standard Highway Signs and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

At the time of the inspection, provide copies of mill certifications for the aluminum components and copies of certification of compliance, as specified in [106.07](#), for the sign sheeting.

SIGN SUPPORTS

Steel “U” Post Sign Supports

Use steel “U” post sign supports conforming to ASTM A 499, Grade 50 or 60, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the steel “U” post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in [106.07](#), for “U” posts.

Breakaway Sign Supports for Ground Mounted Signs

Fabricate and construct breakaway sign supports for ground mounted signs using materials conforming to the requirements in [Table 911.02.02-1](#).

Table 911.02.02-1 Materials for Breakaway Sign Supports

Item	Test Method	Type or Grade	Galvanizing
Aluminum Materials (other than bracket)	911.01.01	–	–
Bracket B 308		6061-T6	–
Structural steel shapes	ASTM A 709	Grade 36	ASTM A 123
Steel Sheet	ASTM A 1011	Grade 36	ASTM A 653
Bolts (except special bolt for coupling)	ASTM F 3125	Grade A 325	ASTM A 153
Special bolt for coupling	ASTM A 449	–	ASTM A 153
Cap Screw	ASTM A 307	–	ASTM A 153
Lock Washer	ANSI B 18-21-1	–	ASTM A 153
Nut	ASTM A 563	Grade DH	ASTM A 153
Coupling	AMS 6378 F	–	ASTM A 153
Steel Hinge Plate	AISI 4130	–	ASTM 123
Anchor Rod	AISI 1045	–	–
Anchor Coil	AISI 1008	–	–

Anchor Washer 908.04	—	—
Anchor Ferrule 908.04	—	—

Submit mill certificates for the component materials.

Timber Sign Supports

Use timber posts conforming to the requirements for sawn timber posts as specified in [915.01](#).

Mounting Materials for Overhead, Bridge-Mounted, and Cantilever Signs

Provide brackets for mounting signs (including future signs) to the structure. Ensure that the brackets are adjustable to allow mounting of the sign faces at any angle between a truly vertical position and 3 degrees from vertical. Obtain this angle by rotating the front lower edge of the sign forward of the top edge.

Fabricate brackets to lengths equal to the height of the signs being supported.

Submit mill certifications for the brackets.

FLEXIBLE DELINEATORS

Ensure that flexible delineator units are made of a fiberglass reinforced, thermosetting, high-density polymer resin or an extruded polycarbonate resin, which are resistant to ultraviolet and infrared radiation, and which meet the following minimum physical and performance requirements:

Delineator Dimensions.

Ground Mounted. Ensure that the unit for ground mounted flexible delineators has a minimum width of 3 inches and a minimum thickness of 1/8 inch. Use delineators that have a length to allow the top of the reflective area to be positioned 4 feet above the near roadway edge.

Guide Rail Mounted. Ensure that the unit for beam guide rail mounted flexible delineators has a minimum width of 3 inches and a minimum thickness of 0.100 inch. Use units of a height that will ensure that the top of the reflective area is 5 ± 2 inches above the top of post.

Design the base of the unit to mount over the I-beam blockout or to the top of a wood or synthetic blockout, of the beam guide rail.

Barrier Curb Mounted. For barrier curb mounted flexible delineators, use a delineator that is $3 \frac{1}{2} \times 3 \frac{1}{2}$ inches, with a minimum thickness of 0.100 inch, and that has a base that forms a “T” shape with the panel for mounting on the side of the barrier curb, and is flexible or hinged so as to return to its original position after being struck.

Construction Barrier Curb Mounted. For construction barrier curb top mounted flexible delineators, use a delineator that is 6 x 12 inches with a minimum thickness of 0.100 inch. For construction barrier curb side mounted flexible delineators, use a delineator that is $3 \frac{1}{2} \times 3 \frac{1}{2}$ inches with a minimum thickness of 0.100 inch, and that has a base that forms a “T” shape with the panel for mounting on the barrier curb and is flexible or hinged so as to return to its original position after being struck.

Delineator Color. Use flexible delineators that are white in color.

Impact Resistance for Ground Mounted Delineators. Use flexible delineator units that are self-erecting to within 10 degrees of original upright position within 15 minutes after 5 vehicle impacts traveling at 55 miles per hour. Ensure that the re-erected unit retains the original cross section, shows no evidence of shredding or splintering, and retains 80 percent of its original retroreflective sheeting when tested for both bumper impacts and wheel impacts and in both cold and hot weather.

Retroreflective Sheeting. Use retroreflective sheeting that is listed on the QPL and conforms to ASTM D 4956, Type VII or VIII. Affix yellow or white retroreflective sheeting to the traffic-facing side of the delineator according to the manufacturer’s recommendations.

Ground Mounted. Ensure that sheeting is a maximum of 2 inches from the top of the delineator and is at least 3×12 inches.

Guide Rail Mounted. Ensure that the sheeting is a minimum of 3 inches square and is mounted on the upper portion of the delineator.

Barrier Curb Mounted. Ensure that the sheeting is $3 \frac{1}{2} \times 3 \frac{1}{2}$ inches.

Construction Barrier Curb Mounted. Ensure that the sheeting for top mounted flexible delineators is 6 x 12 inches and the sheeting for side mounted flexible delineators is $3 \frac{1}{2} \times 3 \frac{1}{2}$ inches.

Submit a certification of compliance, as specified in [106.07](#), for delineators.
MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Solar LED Edge Lit Crosswalk Warning Sign	Unit
Signs	Unit

Payment will be made for the quantity as above determined, measured per unit, at the price bid per unit for the items in the Proposal, which price shall include the cost of all materials, excavation, removal of existing inlet structures, labor, equipment and all else necessary therefore and incidental thereto.



TS40 Flashing LED Edge Lit Traffic Signs MUTCD Compliant

General Description

The TS40 conforms to the specifications of the Federal Highway Administration (FHWA) set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Using the latest advances in LED technology, the TS40 employs a set of synchronized high-intensity LEDs to extend the range of visibility of the sign during the day, night and under the worst weather conditions. Furthermore, the LEDs are flashed, which increases driver awareness of the sign and improves driver compliance. Typical pedestrian applications include: mid-block crosswalks, school zones, shopping malls and hospital parking lots. Typical traffic control applications include: dangerous intersections, roads with excessive speeding, and areas with dense fog.

Why Our Signs are Better

High Visibility

- Type IX reflective sheeting provides outstanding reflective brightness, day or night
- High intensity LEDs extend the visibility of the sign under all weather conditions

Superior Performance

- Low power LED technology reduces system power consumption and operating cost

Outstanding Durability

- Highway grade .080 aluminum construction provides resistance to corrosion
- The use of highway grade Type IX sheeting helps to maintain long term reflectivity
- Stainless steel security fasteners and Tufnut anti-theft mounting hardware included to keep the sign secure
- Signs are weatherproof to prevent outside elements from entering the internal casing

Features

- MUTCD section 2A.07 and 2A.08 compliant
- Made in the USA with the longest warranty in the industry
- Improves driver compliance both day and night
- High visibility, low power consumption
- Fast, easy installation, low maintenance
- Field adjustable LED flashing duration (30 seconds standard)
- Vandal-resistant mounting hardware included
- Multiple power options available: Power Grid (AC), Solar (DC), or Battery (DC)



Pedestrian Crossing Sign (W11-2)



School Zone Crossing Sign (S1-1)



Stop Sign (R1-1)

Solar TS40

A solar powered TS40 is available that features off-grid power generation and independent flashing control.



Solar TS40 Features

- Solar powered with battery backup, no AC power required
- Autonomy after full charge, up to 12 days flashing 24/7
- MUTCD section 2A.07 and 2A.08 compliant
- Installs easily onto any new or existing sign post
- At night, automatic LED dimming reduces glare for motorists and extends battery life
- High intensity LEDs flash in unison, once per second, commanding the attention of drivers day and night
- Activation options: Continuous 24/7 Flashing, Programmable Timer, or Wireless Push-button

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Traffic Safety Corp., 2708 47th Ave.
Sacramento, CA, 95822, USA



TS40 Specifications*

Compliance

- MUTCD section 2A.07 and 2A.08 compliant

Construction

- .080 highway grade aluminum and stainless fasteners
- Tufnut security mounting hardware (pole not included)

LED Lighting

- White, Yellow or Fluorescent Yellow Green sign background: White LEDs standard, Yellow LEDs optional
- Red sign background: Red LEDs standard, White LEDs optional
- One-watt LED 1-1/4" bullet style in sign perimeter border
- Flash rate 50 to 60 times per minute
- Field adjustable LED flashing duration (30 seconds standard)
- LED life expectancy over 100,000 hours
- Visible up to 2 miles away
- Field replaceable grommet mounted lights
- Sealed DOT approved lighting

Circuitry Technology

- Sealed PCB technology
- 24 hour operation / dusk to dawn operation

Solar / AC / Battery Specifications**

- 15W solar cell
- AC - 120-240VAC or 277VAC
- DC - 6 volt 18AH SLA battery pack: 3 to 5 year battery life; autonomy after full charge, up to 12 days flashing 24/7



Options

- Additional LED lights
- Standard 7 day or deluxe 365 day programmable timers
- Wireless activation, keyfob transmitter, photo-sensor bollard, door switch
- Wired, wireless push-button activation; keyed on/off switch
- Anti-graffiti protective overlay

Warranty

- 10 Year Solar Panel
- 5 Year Sign Construction
- 2 Year LED Lights & Circuitry
- 1 Year Battery (warranty only covers batteries supplied by Traffic Safety Corp.)

Reflective Sheeting

-  Type IX Fluorescent Yellow Green (FYG) (Standard for warning signs in school zone areas)
-  Type IX (Yellow, Red, White) (Standard for non-school zone areas)

* All specifications subject to change without notice.

** Special configuration (wireless, etc.) signs will have 12 volt 22AH SLA battery with 20W solar cell (22.75" x 16.75" x 1.125", 4.5" depth with bracket).


Optional Push-Button Activation
Provides a simple and convenient way for pedestrians to activate the signs.




Optional Photo-Sensor Bollard Activation
Activates signs when pedestrian passes between two bollards.



Optional Double Sided Configuration
Our double sided configuration is available with an attached 2-1/4" Telespar square tube sleeve. The Telespar sign support system allows for fast and easy installation. Just insert the sign's 2-1/4" square tube sleeve over a 2" Telespar pole, insert the bolts and tighten.



Optional Door Switch Activation
Activates signs when a door is opened.



Optional Keyfob Remote Control Transmitter
Temporarily activates signs with wireless signal.



MUTCD Signs



Bicycle Warning Sign (W11-1)



Bike and Pedestrian Crossing Sign (W11-15)



Deer Crossing Sign (W11-3)



Do Not Enter Sign (R5-1)



Do Not Stop on Tracks Sign (R8-8)

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Grade Crossing Advance Warning Sign (W10-1)



Left Turn Arrow Sign (W1-1L)



Low Clearance with Arrows Sign (W12-2)



Pedestrian Crossing Sign (W11-2)



Reduced Speed Limit Ahead Sign (W3-5)



Right Turn Arrow Sign (W1-1R)



Roundabout Sign (W2-6)



School Bus Stop Ahead Sign (S3-1)



School Speed Limit Ahead Sign (S4-5)



School Speed Limit Sign (S5-1)



School Zone Crossing Sign (S1-1)



Slow Sign (W42-8)



Speed Limit Sign (R2-1)



State Law Stop for Pedestrians Sign (R1-6A)



State Law Yield for Pedestrians Sign (R1-6)



Stop Ahead Sign (W3-1)



Stop and Pedestrian Sign (R1-1, W11-2)



Stop Sign (R1-1)



Wrong Way Sign (R5-1A)



Yield Sign (R1-2)

Custom Signs



Caution Low Clearance Sign



Caution Slow Down Pedestrian Traffic Sign



Emergency Vehicles Only Sign



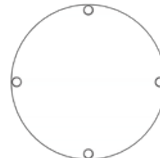
Reduced Speed Ahead Sign



Slow Pedestrian Crossing Sign



Custom Caution Sign



Custom Circular Sign



Custom Circular Warning Sign



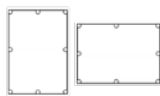
Custom Danger Sign



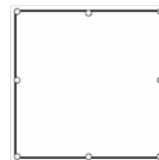
Custom Diamond Sign



Custom Octagon Sign



Custom Rectangle Sign



Custom Square Sign



MUTCD Sign Ordering Codes

Product Code	Sign Type and Size ⁷	Sign Faces	Power ³	Activation Options (select only one)	Reflective Sheeting
SI-TS40 ^{1,6}	W11130: 30" Bicycle Warning Sign (W11-1) W11136: 36" Bicycle Warning Sign (W11-1) W11148: 48" Bicycle Warning Sign (W11-1) W111530: 30" Bike and Pedestrian Crossing Sign (W11-15) W111536: 36" Bike and Pedestrian Crossing Sign (W11-15) W111548: 48" Bike and Pedestrian Crossing Sign (W11-15) W11330: 30" Deer Crossing Sign (W11-3) W11336: 36" Deer Crossing Sign (W11-3) W11348: 48" Deer Crossing Sign (W11-3) R5130: 30" Do Not Enter Sign (R5-1) R5136: 36" Do Not Enter Sign (R5-1) R8818x24: 18" x 24" Do Not Stop on Tracks Sign (R8-8) R8824x30: 24" x 30" Do Not Stop on Tracks Sign (R8-8) R8830x36: 30" x 36" Do Not Stop on Tracks Sign (R8-8) R8836x48: 36" x 48" Do Not Stop on Tracks Sign (R8-8) W10130: 30" Grade Crossing Advance Warning Sign (W10-1) W10136: 36" Grade Crossing Advance Warning Sign (W10-1) W11L24: 24" Left Turn Arrow Sign (W1-1L) W11L30: 30" Left Turn Arrow Sign (W1-1L) W11L36: 36" Left Turn Arrow Sign (W1-1L) W11L48: 48" Left Turn Arrow Sign (W1-1L) W12230: 30" Low Clearance with Arrows Sign (W12-2) W12236: 36" Low Clearance with Arrows Sign (W12-2) W12248: 48" Low Clearance with Arrows Sign (W12-2) W11224: 24" Pedestrian Crossing Sign (W11-2) W11230: 30" Pedestrian Crossing Sign (W11-2) W11236: 36" Pedestrian Crossing Sign (W11-2) W11248: 48" Pedestrian Crossing Sign (W11-2) W3530: 30" Reduced Speed Limit Ahead Sign (W3-5) W3536: 36" Reduced Speed Limit Ahead Sign (W3-5) W3548: 48" Reduced Speed Limit Ahead Sign (W3-5) W11R24: 24" Right Turn Arrow Sign (W1-1R) W11R30: 30" Right Turn Arrow Sign (W1-1R) W11R36: 36" Right Turn Arrow Sign (W1-1R) W11R48: 48" Right Turn Arrow Sign (W1-1R) W2630: 30" Roundabout Sign (W2-6) W2636: 36" Roundabout Sign (W2-6) W2648: 48" Roundabout Sign (W2-6) S3130: 30" School Bus Stop Ahead Sign (S3-1) S3136: 36" School Bus Stop Ahead Sign (S3-1) S3148: 48" School Bus Stop Ahead Sign (S3-1) S4530: 30" School Speed Limit Ahead Sign (S4-5) S4536: 36" School Speed Limit Ahead Sign (S4-5) S4548: 48" School Speed Limit Ahead Sign (S4-5) S5124x48: 24" x 48" School Speed Limit Sign (S5-1) S1130: 30" School Zone Crossing Sign (S1-1) S1136: 36" School Zone Crossing Sign (S1-1) S1148: 48" School Zone Crossing Sign (S1-1) W42830: 30" Slow Sign (W42-8) W42836: 36" Slow Sign (W42-8) W42848: 48" Slow Sign (W42-8) R2118x24: 18" x 24" Speed Limit Sign (R2-1) R2124x30: 24" x 30" Speed Limit Sign (R2-1) R2130x36: 30" x 36" Speed Limit Sign (R2-1) R2136x48: 36" x 48" Speed Limit Sign (R2-1) R16A12x36: 12" x 36" State Law Stop for Pedestrians Sign (R1-6A) R1612x36: 12" x 36" State Law Yield for Pedestrians Sign (R1-6) W3124: 24" Stop Ahead Sign (W3-1) W3130: 30" Stop Ahead Sign (W3-1) W3136: 36" Stop Ahead Sign (W3-1) W3148: 48" Stop Ahead Sign (W3-1)	D: Double Sided ^{2,7}	AC: 120-240VAC ACH: 277VAC B: Battery ⁴ S: Solar	1: Wireless Communication Sign for Wired Activation (push-button not included) 2: Standard Programmable 7 Day Timer 3: Photocell 4: Keyfob Remote Control Transmitter 5: Single Sign for Wired Activation (push-button not included) 6: Deluxe Programmable 365 Day Timer 7: Single Sign for Wireless Activation (push-button not included) 9: Wireless Communication Sign for Wireless Activation (push-button not included) 10: Wireless Communication Sign for Wired Push-button with Audio Caution Message Capability (push-button not included) 11: Photo-Sensor Bollards 12: Door Switch	A: Type IX Fluorescent Yellow Green (FYG) ⁵ B: Type IX 1: Anti-graffiti Protective Overlay

1. SI-TS40 is used in standalone applications, without a system controller.
 2. Single sided signs standard. Not available with combo signs.
 3. 24/7 operation standard.
 4. Includes spare battery and charger.
 5. Fluorescent Yellow Green (FYG) sheeting should be used in school zone areas.

6. When ordering, specify size & shape (square, round) of your sign pole. Pole not included, sold separately.
 7. Sign LED Quantity: 24" signs have 4 LEDs; 30" or larger signs have 8 LEDs; all double sided signs have 4 LEDs per side; all solar combo signs have 4 LEDs on each sign (specify additional LEDs when ordering).
 8. Please specify custom lettering and graphics when ordering.
 9. Automatic LED dimming at night standard.

Many additional sign types, messages and sizes are available. Call for details.

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MUTCD Sign Ordering Codes

Product Code	Sign Type and Size ⁷	Sign Faces	Power ³	Activation Options (select only one)	Reflective Sheeting
SI-TS40 ^{1,6}	R11W11224: 24" Stop and Pedestrian Sign (R1-1, W11-2) R11W11230: 30" Stop and Pedestrian Sign (R1-1, W11-2) R11W11236: 36" Stop and Pedestrian Sign (R1-1, W11-2) R1124: 24" Stop Sign (R1-1) R1130: 30" Stop Sign (R1-1) R1136: 36" Stop Sign (R1-1) R1148: 48" Stop Sign (R1-1) R51A36x24: 36" x 24" Wrong Way Sign (R5-1A) R1230: 30" Yield Sign (R1-2) R1236: 36" Yield Sign (R1-2) R1248: 48" Yield Sign (R1-2)	D: Double Sided ^{2,7}	AC: 120-240VAC ACH: 277VAC B: Battery ⁴ S: Solar	1: Wireless Communication Sign for Wired Activation (push-button not included) 2: Standard Programmable 7 Day Timer 3: Photocell 4: Keyfob Remote Control Transmitter 5: Single Sign for Wired Activation (push-button not included) 6: Deluxe Programmable 365 Day Timer 7: Single Sign for Wireless Activation (push-button not included) 9: Wireless Communication Sign for Wireless Activation (push-button not included) 10: Wireless Communication Sign for Wired Push-button with Audio Caution Message Capability (push-button not included) 11: Photo-Sensor Bollards 12: Door Switch	A: Type IX Fluorescent Yellow Green (FYG) ⁵ B: Type IX 1: Anti-graffiti Protective Overlay

Custom Sign Ordering Codes

Product Code	Sign Type and Size ⁷	Sign Faces	Power ³	Activation Options (select only one)	Reflective Sheeting
SI-TS40 ^{1,6}	Specify size, shape, lettering and graphics	D: Double Sided ^{2,7}	AC: 120-240VAC ACH: 277VAC B: Battery ⁴ S: Solar	1: Wireless Communication Sign for Wired Activation (push-button not included) 2: Standard Programmable 7 Day Timer 3: Photocell 4: Keyfob Remote Control Transmitter 5: Single Sign for Wired Activation (push-button not included) 6: Deluxe Programmable 365 Day Timer 7: Single Sign for Wireless Activation (push-button not included) 9: Wireless Communication Sign for Wireless Activation (push-button not included) 10: Wireless Communication Sign for Wired Push-button with Audio Caution Message Capability (push-button not included) 11: Photo-Sensor Bollards 12: Door Switch	BO: Black on Orange BW: Black on White BY: Black on Yellow BYG: Black on Fluorescent Yellow Green RW: Red on White WR: White on Red 1: Anti-graffiti Protective Overlay

- 1. SI-TS40 is used in standalone applications, without a system controller.
- 2. Single sided signs standard. Not available with combo signs.
- 3. 24/7 operation standard.
- 4. Includes spare battery and charger.
- 5. Fluorescent Yellow Green (FYG) sheeting should be used in school zone areas.

- 6. When ordering, specify size & shape (square, round) of your sign pole. Pole not included, sold separately.
- 7. Sign LED Quantity: 24" signs have 4 LEDs; 30" or larger signs have 8 LEDs; all double sided signs have 4 LEDs per side; all solar combo signs have 4 LEDs on each sign (specify additional LEDs when ordering).
- 8. Please specify custom lettering and graphics when ordering.
- 9. Automatic LED dimming at night standard.

Many additional sign types, messages and sizes are available. Call for details.

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How to Specify the TS40

1. Sign Materials - Construction - Compliance

- a. Sign reflective sheeting in compliance with current MUTCD requirements for reflectivity, wording, materials and mounting guidelines.
b. Pole mounting requirements per MUTCD guidelines.
c. Sign constructed of .080 aluminum with stainless / aluminum fasteners and weatherproof sealant.
d. All mounting hardware fasteners shall be theft deterrent hardware preferably Tufnut security hardware where applicable.
e. 3/8" x 3" stainless steel tap bolts for standard mounting hardware (other mounting options available).
f. Battery access compartment located at lower portion of sign to allow access to battery compartment for maintenance (field replaceable battery).
g. Solar signs to have a 2" to 4" wide casing, depending on model, between front and rear sign faces to enclose all wiring, battery, PCB and LED light connections. AC powered signs 2" wide casing.
h. Security keyed ON/OFF switch located on side of casing controlling operation.
i. Vented weatherproof casing allowing ambient air to circulate for internal components and prevent condensation and excessive heat buildup.
j. Compression type solar panel connector allowing optimum directional placement of solar collector.
k. Anti-theft placards and decals for theft / vandalism deterrents.
l. Serial # plate with manufacture date for informational and warranty purposes.

2. Battery

Table with 3 columns: Dimensions, Weight, Terminal Connector, Operating Temperature, Warranty. Rows include 12 Volt 22000mAh SLA and 6 Volt 2 - 6 Volt 9000mAh SLA (18 Ah Total).

- a. Battery mounting with aluminum fasteners and brackets for in-field replacement after life cycle has expired.
b. Battery casing fully sealed in a moisture and corrosion proof casing.
c. Required battery replacement every 18 months from manufacture date.
d. Warranty only covers batteries supplied by Traffic Safety Corp.
e. Any damage to the sign caused by unauthorized third-party batteries will void all sign warranties.

3. Solar Panel Collector

- a. Solar panels to be 6/12 volt 15/20/30 watt collector type depending on type of sign, region, LED light quantities and application uses.

Table with 4 columns: Max Power, Operating Voltage, Operating Current, Max Voltage, Operating Temperature, Dimensions, Type. Rows include 15 Watt, 20 Watt, and 30 Watt specifications.

- b. Solar panel bracket constructed of aluminum alloy.
c. Schedule 40 3/4" aluminum tubing attached to the solar panel bracket to the upper casing of the sign casing. Panel must face south.
d. Angle of panel shall be 45° to 65° depending on region. Special attention required to insure solar collector has good access to solar power with no obstructions for optimum operation.
e. Electrical connectors shall be insulated spade type connectors.
f. Tempered glass solar cell sealer/protector.

4. LED Lights (Light Emitting Diodes)

- a. Sign shall have a series of either 4 - 8 LEDs depending on sign size and configuration.
b. All LEDs shall be compliant to MUTCD Section 2A.07 and match colors acceptable to each type of signal per this specification.
c. LED flash rate at 50 to 60 times per minute per MUTCD Section 2A.07 requirements.
d. LED light dimensions: 1/8" Cree LED inside a 1-1/4" diameter lens.
e. 100,000 hour rated LED life (11.415 years).
f. High impact acrylic water/vibration proof housing lens.
g. Completely resin sealed lens.
h. Operating voltage: 6/12 VDC / Amp Draw 85ma.
i. Rubber grommet mounted (for easy in-field replacement) into a 1-1/4" hole.
j. Output power of LEDs approximate 60,000 mcd brightness.
k. LEDs wired in series for simultaneous flash pattern per MUTCD.
l. Wiring completely enclosed in sign casing with access for replacement.

5. Circuitry / LED Lighting Control Unit

- a. Circuit shall have a minimum of 4 output LED light circuits for use.
b. Circuit shall control flash rates at 50 to 60 times per minute.
c. Circuit shall flash 500 milliseconds / 150 milliseconds per flash.
d. Activation duration shall be field adjustable in one-second increments, over a range of 1 to 99 seconds (30 seconds standard).
e. Available dusk-to-dawn flash mode.
f. Micro-controller technology.
g. Keyed "ON/OFF" activation for tamper/vandalism protection.
h. Operation of circuit temperatures -40°C to +80°C.
i. Circuit enclosed in weatherproof casing.
j. Low voltage protection program (protecting from total discharge of battery).
k. All wiring connections in accordance to standard wiring protection guidelines.

6. Warranty

- 10 Year Solar Panel
• 5 Year Sign Construction
• 2 Year LED Lights & Circuitry
• 1 Year Battery (warranty only covers batteries supplied by Traffic Safety Corp.)

ITEM NO. 18 – PROJECT SIGN

Description

This work shall consist of the construction of required project sign. **Mobilization and layout for this item shall be included in bid.**

The logo for the Atlantic County Improvement Authority (ACIA) features the letters 'ACIA' in a large, blue, serif font. The letters are bold and have a slight shadow effect. Below the letters, there are two horizontal lines: a red one on top and a blue one on the bottom.

Atlantic County Improvement Authority

1333 Atlantic Avenue Suite 700 Atlantic City, New Jersey 08401
Phone: 609-343-2390 Fax: (609)343-2188

Project Sign Language:

The CONTRACTOR shall furnish and erect one (1) project sign, with the information set forth below being on both sides (if both sides are visible). Each sign shall be placed in a manner where it can be clearly seen from the nearest main road or area of highest foot traffic. The sign shall be in place for at minimum the entire length of the construction.

The sign shall be of substantial construction and made of good quality materials, the sign is to be at least four feet by six feet in dimension. The sign shall be attached to a preexisting structure or placed on uprights carefully braced and placed in the ground to an adequate depth to keep the sign safely in place.

The entire sign shall be white in color with lettering placed on each visible side containing, essentially, the following information:

NAME OF OWNER OF THE PROPERTY (can be omitted if municipally owned)
NAME OF MUNICIPALITY IN WHICH PROJECT IS LOCATED
TITLE OF JOB
CONTRACT NUMBER (as designated by the municipality)

The following wording shall also appear on the project sign:

FUNDING FOR THIS PROJECT HAS BEEN PROVIDED THROUGH THE ATLANTIC COUNTY CONSORTIUM BY A COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DENNIS LEVINSON, ATLANTIC COUNTY EXECUTIVE

MAUREEN KERN, CHAIRWOMAN
ATLANTIC COUNTY BOARD OF CHOSEN FREEHOLDERS

The wording is subject to final approval by the Atlantic County Improvement Authority and may be revised prior to actual initiation of the work.

The CONTRACTOR shall, in addition to the foregoing signs, provide all other signs in accordance with detailed instructions as required when any other Federal and/or State grants are involved in the project. The CONTRACTOR shall protect and maintain the signs in good condition throughout the life of the project.

Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Project Sign	Unit

Separate payment will NOT be made for geotextiles and coarse aggregate placed under riprap stone slope or channel protection. Shall be included with bid for rip rap construction.

ITEM NO. 19 – 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. Regrading of existing ground up to 10ft off edge of proposed asphalt path, as shown on sheet 8 of 12 of construction plans, shall be included in this item.**

804.02 MATERIALS

Provide materials as specified:

Topsoil 917.01

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 Yard

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. 20 – 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 Municipality.
- 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 Municipality 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 Municipality 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 Yard

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. 21 – CONCESSION STAND RESTROOM - RENOVATION

DESCRIPTION

The work under this Section consists of the labor, furnishing and renovation of the restrooms as shown on the Architectural plans including all labor, fixtures, plumbing, electrical, etc. required for complete and operable restrooms. **Mobilization and layout for this item shall be included in bid. Demo of existing restrooms has been completed.**

SUBMITTALS

Submittals shall be submitted by the Contractor for all materials including but not limited to: fixtures, plumbing, electrical, and paint colors; required to complete the work as detailed in the Architectural plans.

DELIVERY, STORAGE AND HANDLING

All materials shall be inspected upon delivery. Handle and store materials as per manufacturer's requirements.

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.

QUANTITY AND PAYMENT

The quantity for which payment shall be made shall be on a "LUMP SUM" basis of the Architectural Plans. The price shall include all labor, building materials, fixtures, plumbing, electrical, ect. and all else necessary for complete and operable restrooms.