

Specifications

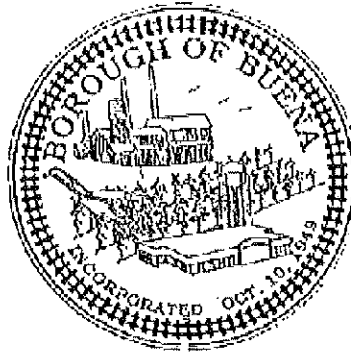
For

NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG)

for the Restroom Building at Bruno Melini Park

Borough of Buena, Atlantic County, New Jersey

September 16, 2024



Prepared by:

**DEBLASIO &
ASSOCIATES**

CONSULTING ENGINEERS AND PLANNERS

4701 New Jersey Avenue, Wildwood, NJ 08260

Marc DeBlasio, P.E., License #: 41599

Set #: 6

D&A File #: BB-C-013

Index of Contents

Borough of Buena, Atlantic County, New Jersey

NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG)

For the Restroom Building at Bruno Melini Park

D&A File #BB-C-013

<u>Description</u>	<u>Page Color</u>	<u>Page</u>
Notice to Bidders	White	NTB-1 to NTB-2
Instruction to Bidders	White	ITB-1 to ITB-18
General Requirements	White	GR-1 to GR-21
Proposal Section	Yellow	PS-1 to PS-32
Contract	White	CT-1 to CT-9
Technical Specifications	White	<i>Refer to Technical Specifications Table of Contents</i>
Atlantic County Wage Rate Determination	White	Page 1 to Page 69
New Jersey Wage Rate Determination	White	Page 1 to Page 52

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Clerk, Borough of Buena, Atlantic County, New Jersey for the NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park, opened and read in public at the Borough of Buena Clerk's Office, 616 Central Avenue, Minotola, New Jersey 08341 on October 10, 2024 at 10:00 a.m. prevailing time.

Bid Documents and Drawings for the proposed work, which have been prepared by DeBlasio & Associates, P.C., are available at the office of said Engineer at 4701 New Jersey Avenue, Wildwood, New Jersey 08260, and may be inspected by prospective bidders during business hours.

Bidders will be furnished with a copy of the Bid Documents by request upon proper notice and payment of a non-refundable charge of \$75.00 payable to DeBlasio & Associates, P.C., for reproduction and processing.

Proposals must be made on the standard Proposal Forms in the manner designated in the Bid Documents, must be enclosed in sealed envelopes bearing the name and address of the Bidder, and the name of the work on the outside addressed to **Pam Johnston, Clerk, Borough of Buena**; and must be accompanied by a statement of Consent of Surety from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough and either a Bid Bond, Certified or Cashier's Check drawn to the order of the **Borough of Buena** for not less than ten percent (10%) of the amount bid, except that the check need not exceed \$20,000.00. The successful bidder is hereby notified that a performance bond for the full amount of the project is required.

The successful bidder will be required to execute a contract for the performance of the said work or the furnishing of said material or both, as the case may be, and a surety bond to be executed by a reliable surety company in a sum equal to the amount of the contract price for said work and/or material, guaranteeing the performance of the contract, which surety bond and contract shall be approved as to form and execution by the Borough Solicitor.

The bidders shall also be required to comply with the following:

- A. Affirmative Action requirements (N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27).
- B. Certification Pursuant to P.L. 2012, C.25 (no investment activities in Iranian financial or energy sectors)
- C. The provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et. seq.)
- D. Americans with Disability Act of 1990, Title II (42 U.S.C. S121 01).
- E. Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1).
- F. Stockholder Disclosure Certification (P.L. 1977, C.33, N.J.S.A. 52:25-24.2).

- G. Business Registration Certification (N.J.S.A. 52:32-44).
- H. Public Works Contractors Registration (N.J.S.A. 34:11-56.48).
- I. Consent of Surety (N.J.S.A. 40A:11-22).
- J. Addendum Acknowledgement (N.J.S.A. 40A:11-23c. 1), 2) &3)).
- K. Subcontractors List (N.J.S.A. 40A:11-16).

The award of the contract for this project will not be made until the necessary funds have been provided by the **Borough of Buena** in a lawful manner. The **Borough of Buena** reserves the right to consider the bids for sixty (60) days after the receipt of said bids. The **Borough of Buena** also reserves the right to reject any or all bids or to waive any informalities in the best interest of the **Borough of Buena**.

Each proposal and bid must be submitted in accordance with the terms of the aforesaid specifications, must be made on standard proposal forms contained in the bid documents and shall be delivered to the place and hour mentioned above.

BY ORDER OF the Borough of Buena, Atlantic County, New Jersey.

Pam Johnston, Clerk
September 24, 2024

Instructions To Bidders

1.0. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the Owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the Owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the Owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Bids may be withdrawn after the bid date in accordance with N.J.S.A. 40A:11-23.3. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders are responsible for reviewing all the items contained in the bid documents including but not limited to the specifications, plans, reports, attachments, addenda and regulatory permits as applicable and warrants that the submitted bid complies with all the requirements contained in the bid documents. The bidder also warrants that he/she has made themselves fully aware of the nature of the project, has thoroughly read the bid documents, conducted the necessary site inspections to determine the exact nature of the work and the submitted bid accounts for all costs associated with the bid documents.

- I. Bidders shall provide their bid on the Bid Form contained herein. The Owner will not consider conditional bids and will award the contract based on the total bid amount. The total amount bid is defined as the summation of all the quantities for the pay items multiplied by the unit prices in the Bid Form.
- J. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

2.0. BID SECURITY AND BONDING REQUIREMENTS

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

1. Upon acceptance of the work by the Owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

3.0. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The Owner's interpretations or corrections thereof shall be final.

When issuing addenda, the Owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders, a pre-bid conference for this proposal will be held on the date, time and location as stated in the Notice to Bidders. Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

4.0. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

5.0. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Prior to the execution of the contract and before the commencement of the start of work, the contractor shall provide proof of insurance in accordance with the requirements listed below.
2. The insurance certificate shall also provide for the Engineer and Municipal Solicitor be named as additional insured.
3. The contractor's insurance shall also pertain to the contractor's subcontractors and material suppliers unless the contractor provides separate insurance for the subcontractors and suppliers.
4. A sample certificate of insurance is included in this section that lists the types and amount of insurance required by the contract.
5. The following types of insurance are required:
 - a. **Worker's Compensation Insurance**
Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
 - b. **General Liability Insurance**
General liability insurance shall be provided with limits shown on the insurance certificate and shall be maintained in full force during the life of the contract.
 - c. **Automotive Liability Insurance**
Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits shown on the insurance certificate and shall be maintained in full force during the life of the contract.
 - d. **Excess Liability**
Excess liability insurance shall be provided with limits shown on the insurance certificate and shall be maintained in full force during the life of the contract.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Owner, Engineer and Solicitor as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the Owner from all claims, suits or actions, and damages or costs of every name and description to which the Owner may be subjected or put by reason of injury to the person or property of another, or the property of the Owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

6.0. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Owner is exempt from any local, state or federal sales, use or excise tax.
- B. The bid submitted shall include the entire cost of the specified items for a complete and acceptable installation in accordance with the bid documents. This shall include but is not limited to furnishing materials, installation, proper workmanship, permit compliance, compliance with the plans and specifications and all else for a standard completion.
- C. Contractor shall be responsible for complying with any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost for compliance.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Owner.

7.0. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract:

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public

agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

BUSINESS REGISTRATION Pursuant to N.J.S.A. 52:32-44, _____ (“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.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. Workers shall be paid not less than prevailing wage rates. In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rates of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises 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 shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). **Starting August 16, 2024, contractors engaged in public work projects must submit their certified payroll records through the New Jersey Wage Hub. Submission of certified payroll records to New Jersey Wage Hub will satisfy the requirement to submit them to a public body if the public body is also using New Jersey Wage Hub.** It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

8.0. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The form of contract shall be submitted by the Owner to the successful bidder. Terms of the specifications/bid package prevail.

9.0. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

10.0. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the contractor and the Owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Owner under this provision.
- D. In case of default by the contractor, the Owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Owner.

11.0. PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the specifications and requirements in the bid documents.

12.0. DISCLOSURE OF INVESTMENTS IN IRAN

Pursuant to Public Law 2021, c.4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bar-gaining 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 pre-scribed 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

EXHIBIT B (Continued)

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;

EXHIBIT B (Continued)

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

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

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (Continued)

(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.

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the **Borough of Buena**, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column
AMOUNTS OF LESS THAN \$1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by New Jersey State Statute

and

Employer's Liability (minimum \$100,000)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

General Requirements

1.0 DEFINITIONS

The following words contained in the bid documents and contract shall be defined as follows:

- Owner/Contract Unit: Borough of Buena, 616 Central Avenue, Minotola, New Jersey.
- Contractor: The successful bidder who has entered into agreement with the Borough of Buena to perform the necessary work as outlined according to this contract.
- Engineer: DeBlasio & Associates, P.C.
4701 New Jersey Avenue, Wildwood, New Jersey 08260
(Phone: 609-854-3311).
- Addenda: The additional Contract provisions issued in writing by the Engineer prior to the receipt of bids.
- Drawings: Those drawings specifically entitled for this Contract and listed in the Specifications or in the Addenda, or any detailed drawings furnished by the Engineer pertaining or supplemental to the project.
- Calendar Day: All civil days; the time from midnight to midnight.
- Contract: Drawings, specifications, addenda, regulatory permits, bid document attachments.

2.0 GENERAL PROVISIONS

- A. The work performed under this Contract shall comply strictly with all the requirements of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction for 2019 except as amended, modified or supplemented herein and known as the Supplemental Specifications. The Supplementary Specifications Division shall refer to the Paragraphs in the New Jersey Department of Transportation Specifications, 2019. The New Jersey Department of Transportation Standard Construction Details shall govern, except in the drawings prepared for this particular project. The NJDOT Standard Specifications and Standard Construction Details are made part of the Contract by this reference and the Contractor shall be fully familiar with these specifications.
- B. The work performed under this Contract shall comply strictly with all of the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).
- C. The Contractor shall comply with the United States Department of Labor, Safety and Health Regulations for construction under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and Section 107 of the Contract Work and Safety Standards for Construction (P.L. 91-54).

3.0 NOTICE TO PROCEED

Upon execution of the Contract by the Owner and Contractor, the Contractor will be issued a Notice to Proceed which shall serve as formal authorization to proceed with the project.

4.0 CONTRACTUAL COMPLETION TIME

Upon receipt of the Notice to Proceed from the Engineer, the Contractor shall begin work within ten (10) days and shall complete the contracted work within:

Base Bid Contract Time: 80 Calendar Days
Add Alternate Bid "1" Contract Time: 20 Calendar Days
Add Alternate Bid "2" Contract Time: 20 Calendar Days

If requested by the Contractor, an extension shall be granted for one day of additional time to complete for each and every day determined by the Engineer to be justifiable. In order for the Engineer to make a determination that an extension is justifiable, the Contractor shall provide the reasons and nature for such an extension and the revised work schedule in writing to the Engineer.

5.0 LIQUIDATED DAMAGES

This Contract includes liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Both the Owner and Contractor agree upon, fix and determine the following liquidated damages for each calendar day that the Contractor is in default of the Contract Time limits:

- One (1) to thirty (30) days: Five hundred dollars (\$500.00) per calendar day
- Greater than thirty (30) days: One thousand dollars (\$1,000.00) per calendar day

The Owner shall deduct said liquidated damages separately or in combination with the Contractor's payments, surety company or any other legal remedy available to the Owner.

6.0 CONSTRUCTION SCHEDULE AND PERIODICAL ESTIMATES

Immediately after the execution of the Contract, and before the first payment is made, the Contractor shall deliver to the Engineer a construction progress schedule showing the proposed dates of commencement and completion of various sections of work and the anticipated amount of each monthly payment. No change can be made in the approved schedule except with the approval of the Engineer.

The Contractor shall also furnish to the Engineer:

- (1) A detailed estimate giving a complete breakdown of the Contract price in case of lump sum bids.
- (2) Periodical itemized estimates of work done for the purpose of making partial payments thereon.

The values employed in making any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

7.0 ENGINEER RESPONSIBILITIES

- A. All measurements, inspections and estimates during the progress of the work described under these specifications will be made by the Engineer, or his duly authorized representative. The work shall be executed to his satisfaction and in conformity with his instructions and in such order and sequence as he may approve or direct; provided, however, that all the requirements of this Contract and of these Specifications be fulfilled subject to the final approval of the Engineer.
- B. The Engineer shall construe and interpret the bid documents as to the intent and meaning of the contract, including but not limited to project drawings, specifications, addenda, regulatory permits and reports. All interpretations and decisions made by the Engineer shall be considered binding and final.
- C. The Engineer shall determine the quality and workmanship of the Contractor's materials and work thru construction observation, testing, review of material shop drawings and any other quantitative measurement means. All binding directions, determinations and requirements will be given by the Engineer in writing.

8.0 ENGINEER'S BENCHMARKS AND STAKES

- A. The stakes and benchmarks given by the Engineer shall be carefully preserved by the Contractor who shall furnish all necessary stakes, grade boards, lines and appurtenances for establishing grades and making measurements. If for any reason the Engineer's benchmarks and/or stakes are destroyed or removed, it shall be the responsibility of the Contractor to have stakes replaced at the Contractor's expense.
- B. Unless otherwise stated in the Contract, the Contractor shall be responsible for survey and layout of the work from the benchmarks and stakes provided by the Engineer. In the event that the proposed work requires the construction of grades, roadways, curbs, gutters and sidewalks, the Contractor shall submit cut sheets to the Engineer for review.

9.0 INSPECTION

- A. The Owner and the Engineer shall have the right to inspect all materials and work done during any phase of construction. The Contractor shall furnish all reasonable facilities and aid to the Engineer for the examination and inspection of any part of the work. No work shall be closed or covered up until it has been duly inspected and approved. Should uncompleted work be covered, the Contractor shall, at his own expense, uncover all such work so that it can be promptly inspected, and after inspection, he shall properly repair and replace all such work if found defective.
- B. The Contractor shall provide the Engineer with forty-eight (48) hour notice in advance of the start of any work and shall provide forty-eight (48) hour notice in advance of stopping work.
- C. The Engineer may provide construction observation services for the project during normal working hours which is 7:30 a.m. to 4:00 p.m., Monday thru Friday. In the event that the Contractor works outside of normal working hours, then the Contractor shall be responsible for reimbursement of inspection costs and such cost will be deducted from the Contractor payments. In the event that the Contractor completes the work in excess of the contract completion time, then the Contractor shall be responsible for reimbursement of inspection costs and such costs will be deducted from the Contractor payments. The method of reimbursement of inspection costs thru deductions is outlined in Section 10.0 Payments.
- D. The Engineer may conduct observation of the project by providing on-site Inspectors to observe the contracted work. The presence and observation of Inspectors does not relieve the Contractor from fulfilling the requirements of the Contract. The Inspector is not authorized to increase or decrease work nor alter the work contained in the Contract.

10.0 PAYMENTS

- A. The quantities of work shown on the contract plans and stated in the Bid Form are only approximate and are given for the purpose of comparing bids. During the progress of the work, the Owner may find it necessary to omit as it sees fit, any portion of the work shown on the plans, or it may also find it necessary to increase or decrease the quantities in accordance with the modifications provided for the foregoing section. Payments will be made for the actual quantity of work satisfactorily completed and accepted by the Engineer at the various unit prices bid. Additionally, The Contractor shall provide the Engineer with a detailed breakdown of the price for lump sum line items and contracts.
- B. As required in the Prompt Payment of Construction Contracts P.L. 2006, c.96 (Prompt Payment Law), the Contractor is advised that the Owner is defined as an Owner that follows the alternate procedure for local units when local policies require Owner approval authorizing the payment of bills as defined in N.J.S.A. 2A:30A-2a.
- C. Any contract, the total price of which exceeds \$100,000.00, entered into by the Owner involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at

least once each month as the work progresses, unless the Contractor shall agree to deposit bonds with the Contracting Unit pursuant to P.L.1979, c.152 (C.40A:11-16.1).

D. In addition to ensuring the Contractor has performed in accordance with the contract and that the work has been approved and certified by the Owner or the Owner's "authorized approving agent," the following provisions apply:

- 1.) The 20th calendar day deadline of the default procedure to approve and certify, or decide to withhold full or partial payment is deferred until the public meeting following 20 calendar days of the billing date, at which time the bill must be approved for payment or notice provided as to why the bill or any portion of it will not be approved.
- 2.) If the billing is approved, the 30-day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.
- 3.) Upon receipt of the bill from the Contractor, the Contractor shall be given prompt and timely notice of any denial of payment, its deficiency, and what is required to resolve it.
- 4.) The Owner will establish a periodic billing date at the preconstruction meeting, to define the timing of the payment process.

E. Retainage Requirements

- 1.) In accordance with N.J.S.A. 40A:11-16.1, whenever any contract, the total price of which exceeds \$100,000.00, entered into by a Contracting Unit, for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement to real property, requires the withholding of payment of a percentage of the amount of the contract, the Contractor may agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the Contracting Unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the Contracting Unit. For purposes of this section, "value" shall mean par value or current market value, whichever is lower. If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the Contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the Contracting Unit.
- 2.) With respect to any contract entered into by a Contracting Unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) for which the Contractor shall agree to the withholding of payments pursuant to P.L.1979, c.152 (C.40A:11-16.1), 2% of the amount due on each partial payment shall be withheld by the Contracting Unit pending completion of the contract. Upon acceptance of the work performed pursuant to the contract for which the

Contractor has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the contracting unit shall be released and paid in full to the Contractor within 45 days of the final acceptance date agreed upon by the Contractor and the Contracting Unit, without further withholding of any amount for any purpose whatsoever, provided that the contract has been completed as indicated. If the Contracting Unit requires maintenance security after acceptance of the work performed pursuant to the contract, such security shall be obtained in the form of a maintenance bond. The maintenance bond shall be no longer than two years and shall be no more than 100% of the project costs.

F. Deduction of Payments

- 1.) The Owner may withhold a payment or partial payment from the Contractor to protect the Owner from defective work, non compliance of regulatory laws, loss due to injury, loss to damage of property, loss due to damage of the work and acts of neglect.
- 2.) The Owner may withhold a payment or partial payment from the Contractor to settle payment claims due to material suppliers, subcontractors and any other person performing services for the Contract.
- 3.) The Owner shall deduct costs for inspection as outlined in Section 8.0 Inspection. The amount deducted shall be calculated at the Engineer's contractual hourly rate with the Owner multiplied by the number of man-hours in excess as defined in Section 8.0 Inspection.
- 4.) The Owner may withhold or deduct a payment or partial payment from the Contractor for liquidated damages as described in Section 5.0 Liquidated Damages.

11.0 VALUE ENGINEERING CHANGE ORDERS

In accordance with N.J.S.A. 40A:11-16.6, the Contractor may submit a Value Engineering Change Order. As such, the following statutory requirements apply to such a submission:

- A. Definitions relative to value engineering change orders; requirement for certain contracts a. For the purpose of this act: "Construction" means the construction, reconstruction, demolition, erection, alteration, or repair of a structure or other improvement to real property, other than the construction, reconstruction, demolition, or renovation of a public building. "Value engineering construction change order" means a change order results in cost reductions to a project or any portion of the work from the original bid specifications after a construction contract is awarded. "Value engineering construction proposal" means a cost reduction proposal based on analysis by a Contractor of the functions, systems, equipment, facilities, services, supplies, means and methods of construction, and any other item needed for the completion of the contract consistent with the required performance, quality, reliability, and safety.
- B. All construction contracts issued by a contracting unit when the total price of the originally awarded contract equals or exceeds \$5,000,000, shall allow for value engineering construction change orders to be approved after the award of the contract.

C. Value engineering construction change orders shall be subject to the following provisions:

- 1.) Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- 2.) The Contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The Contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- 3.) The Contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the Contractor.
- 4.) The contracting unit's engineer shall prepare a written report for the Owner that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and Contractor the amount of any projected cost savings.
- 5.) The proposal shall not be approved unless the engineer reports to the Owner that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- 6.) The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.
- 7.) The Contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the Contractor.
- 8.) The Contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.
- 9.) A contracting unit shall include in its bid specifications and contract documents procedures to regulate the value engineering construction change order process. Such procedures shall be based on procedures established by the New Jersey Department of Transportation, or any other appropriate State agency, or rules adopted by the director of the Division of Local Government Services.

D. This section shall not invalidate or impair rules regarding change orders adopted by the director of the Division of Local Government Services prior to the effective date of this act. Notwithstanding any provision of P.L.1968, c.410 (C.52:14B-1 et seq.) to the contrary, the director may adopt, immediately upon filing with the Office of Administrative Law, such rules and regulations as the director deems

necessary to implement the provisions of P.L.2005, c.67 (C.40A:11-16.6) which shall be effective for a period not to exceed 12 months. The regulations shall thereafter be amended, adopted or readopted in accordance with the provisions of P.L.1968, c.410 (C.52:14B-1 et seq.).

12. CHANGE ORDERS

- A. No changes in quantities, work performed, services rendered, materials, supplies or equipment delivered or provided shall be authorized, permitted or accepted except by the procedures established herein. All change orders unless otherwise stated in this subchapter shall be subject to the following:
- 1.) Each change order shall be in writing and shall be numbered consecutively (beginning with number one) and attached to the original purchase order or contract for each project.
 - 2.) Change orders which result in payment reduction below the originally contracted price may be made by locally established procedure, provided that any change orders increasing cost on the same contract shall include reference to such reductions.
 - 3.) Quantities of items or work shall not be changed in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of contract award, if at said time the changes could have been reasonably foreseen.
 - 4.) Responsibility required by these rules to be exercised specifically by the Owner, including authorization of change orders, shall not be delegated except for minor field (site) modifications pursuant to N.J.A.C. 5:30-11.4.
 - 5.) Change orders may be executed by the representative appointed by the Owner but the responsibility for the authorization of change orders shall not be delegated by the Owner except for minor field (site) modifications pursuant to N.J.A.C. 5:30-11.4.
 - 6.) Change orders shall be used to change the number of units or items originally advertised and contracted for, provided that: i. Unit prices or a price methodology were sought in the original specifications and included in the contract; ii. The original specification and the contract included a provision that the unit prices could be so used; and iii. If (a)6i and ii above were not contained in the original specification, a change order shall not be issued.
 - 7.) Change orders shall not be used to substantially change the quality or character of the items or work to be provided, inasmuch as such would have been a determining factor in the original bidding.
 - 8.) Change orders shall not serve the purpose of escalation clauses and, therefore, shall not be utilized to effectuate upward price adjustments.
 - 9.) Total number of change orders executed for a particular contract shall not cause the originally awarded contract price to be exceeded by more than 20 percent unless otherwise authorized by these rules.
 - 10.) If proposed change orders do exceed the 20 percent limitation of (a)9 above, no work shall be performed or purchases made until the procedures of N.J.A.C. 5:30-11.9 have been

completed. If the Owner determines issuance of the change order is not justifiable, a new contract shall be executed in accordance with the Local Public Contracts Law.

- 11.) Before authorizing any change orders resulting in additional expenditures, the availability of funds shall be certified in writing by the chief financial officer or certifying finance officer, as appropriate.
- 12.) The 20 percent limitation of (a)9 above shall not apply to emergency situations as defined within N.J.S.A. 40A:11-6. 13. Change order authorizations shall not be withheld until the completion of the entire project.

13.0 MATERIALS AND WORKMANSHIP

- A. All materials used in the construction shall be new, except where reclaimed materials are indicated, and shall be furnished by the Contractor, and shall be approved by the Engineer. Request for approval of materials shall state the proposed source. All workmanship shall be satisfactory to the Engineer. Materials and workmanship not satisfactory shall be replaced by the Contractor without expense to the Owner. The Contractor shall comply with provisions of the N.J.S.A. 40A:11-18 requiring that preference be given to the use of domestic materials.
- B. Any work, or part of work which, in the opinion of the Engineer has not been done in accordance with these specifications or the instructions of the Engineer, or any material which does not conform to the specifications shall be removed and replaced in a satisfactory manner at the Contractor's expense.
- C. The Contractor shall provide all materials, equipment and supplies free of any mortgages, liens, conditional provisions or any other circumstance that subjects the Owner to a claim by the sellers of such materials, equipment and supplies.
- D. At the request of the Engineer, the Contractor shall provide samples of materials to ascertain compliance with and select items specified in the Contract.
- E. In case the Contractor finds the specifications on the plans are not sufficiently clear or complete, he shall request the Engineer to provide supplementary plans and specifications and the Engineer will provide such additional information as may be necessary. Such request shall be made in writing at least two (2) weeks prior to the time that such drawings or specifications are to be needed and no delay caused by the Engineer in supplying such information, shall be considered as neglect or default. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in these Contract documents.
- F. Before ordering materials, the Contractor shall submit shop drawing, submittals and/or material specifications to the Engineer for review of conformity to the Contract. The Contractor shall provide six (6) copies of the shop drawings, submittals and/or material specifications either in paper or electronic format to the Engineer. If requested by the Engineer, the Contractor shall furnish additional copies, technical information or corrections to the submitted shop drawings, submittals and material specifications.

14.0 PERMITS AND LAWS

The Contractor shall comply with all Federal, State, County, and Local laws, regulations, resolutions and ordinances affecting the work. The Contractor shall obtain and pay for all necessary licenses and permits unless otherwise specified in the Contract. The Contractor shall be solely responsible for any damages resulting from his/her neglect to obey all laws, regulations, rules and ordinances and should he/she perform any work called for by the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the Engineer in writing and obtaining written consent to proceed, he/she shall bear all costs and damages arising therefrom.

15.0. OR EQUAL CLAUSE

The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work the Contract sum being adjusted accordingly. All such work shall be executed in conformity with the terms and conditions of the original Contract unless otherwise provided in the order for same.

Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Each order for changes shall be in the form of an Order on Contract, bearing the signed approval of the Engineer and the signed acceptance of Contractor except in the case of disagreement as to the value of changes when the Contractor's signature to the Order will not be mandatory. The Order on Contract shall describe or enumerate the work to be performed and state the price, if any, to be added to or deducted from the Contract sum. If the nature of the work is such that an Order on Contract, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Engineer with the accompanying statement that an Order on Contract will be issued when the necessary information is at hand.

Except as provided in the above paragraph, no change shall be made unless in pursuance of an Order on Contract and no claim for an addition to the Contract sum shall be valid unless so ordered. If the Contractor believes that any instructions, by drawings or otherwise, involves extra cost under his Contract, he shall give the Engineer written notice thereof within ten (10) days after receipt of such instructions and await instruction before proceeding to execute such work.

The value of any change shall be determined by one or more of the following methods:

- (a) By acceptance in a lump sum.
- (b) By estimate of the cost of labor and materials plus overhead and profit.
- (c) By cost of labor and materials, plus overhead and profit cost to be determined as the work progresses.

Method (a) will be accepted only for items of work in which an analysis of the cost of labor and materials is impracticable and the Contractor shall submit satisfactory evidence to substantiate the amount of the lump sum.

If the work is done by Method (b), the Contractor shall submit an estimate showing an analysis of the cost of labor and materials.

If the work is done by Method (c), the Contractor shall submit a report of the actual cost of labor and materials.

If the work is done directly by the Contractor, overhead in an amount of ten percent (10%) may be added to the lump sum if Method (a) is accepted, or to the cost of labor and materials if Method (b) or (c) is used, and to the lump sum of labor and materials plus overhead there may be added ten percent (10%) for profit.

If the work is done by a subcontractor, overhead in an amount of five percent (5%) may be added to the lump sum if Method (a) is accepted, or to the cost of labor and materials if Method (b) or (c) is used and to the amount of the lump sum of labor and materials plus overhead there may be added ten percent (10%) for profit.

The Engineer shall determine by which one of the following methods the value of any changes shall be computed.

In case no agreement can be reached between the Engineer and the Contractor as to value of the change, the Contractor shall proceed with the work upon receipt of a written order from the Engineer, which order shall set forth the work to be done and the price allowed by the Owner. The said order may be reviewed before final certificate is issued, if it is deemed that such action is necessary or advisable.

Compliance with the above-mentioned order shall not be regarded as a waiver of the Contractor's right to file and establish a claim in Court.

"Overhead" shall be defined to include only the following items:

- (a) Premium based on Bond.
- (b) Premium on insurance, other than Workmen's Compensation Insurance, Unemployment Insurance or Old Age Security Insurance.
- (c) Transportation and expense of executive officers.
- (d) Communications.
- (e) Executive officers time.
- (f) Expenses of the executive office.
- (g) Advertising and promotion expenses.

16.0 TRAFFIC CONTROL

The Contractor shall be responsible for the maintenance of traffic with a minimum of one lane open at all times for emergency vehicles. Where necessary, steel plates shall be employed to provide for the maintenance of traffic as directed by the Engineer.

Under no circumstances will a street or roadway be completely closed to traffic, without permission from the Engineer, and the Contractor upon receiving permission from the Engineer, shall notify the Police Department in such closing. Traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD)- Latest Edition. Access to driveways shall be maintained at all times. No driveways shall remain blocked overnight.

The Contractor shall conduct his operations in such manner as to provide minimum safety for all employees on the work and the public as well. The Contractor shall provide suitable bridges, barricades, railings, or other protection about open trenches on excavations and any necessary traffic directors, detour signs, yellow lights and danger signals for any obstruction to traffic. Hazard warning lights shall be transistorized, double face, flash type.

The Contractor shall notify residents by door-hangers at least forty-eight (48) hours in advance before starting construction work on roadways.

17.0 RESPONSIBILITY AND DAMAGE

The Contractor shall be responsible for all parts of his work, temporary or permanent, until the Contract is acceptable by the Owner and he shall thoroughly protect all work, finished or unfinished, against damage from any cause. The use of part or all of the work by the Owner shall not relieve the Contractor of this responsibility.

In the course of his operations, the Contractor may disturb certain seeded and lawn areas, driveways and parking areas, curbing, fences, hedges, walks, etc. along the site of the project which he will be required to restore to the condition in which he found them. Unless otherwise directed by the Engineer, the Contractor shall dig up, handle, protect and properly reset hedges, small trees and shrubbery along the line of or adjacent to the work, and shall take all reasonable care of this work. All materials shall be in a living condition when reset or the Contractor shall replace them with new stock. Trees, tree branches and roots shall not be mutilated or cut except by permission of the Engineer. When permitted to cut tree roots, the ends shall be cut off smooth. All trees in improved areas and close enough to the work to be in danger of damage by the construction operations shall be effectually boxed and securely braced, if necessary, before construction begins. Tree branches shall be tied back and under no circumstances may they be cut off or damaged. The Contractor shall carefully observe the extent of the above as there will be no extra compensation allowed to him for restoring the same.

The Contractor shall be responsible for damage to life and property due to his operations and shall provide all necessary guards, rails, night lights, etc.

If either party to this Contract should suffer damage in any manner because of any wrongful act of neglect of the other party or if anyone employed by him, they shall be reimbursed by the other party for such damage.

Claims under this clause shall be made in writing to the party liable within two (2) weeks of the first observance of such damage and in no case later than the time of the final payment and shall be adjusted by agreement or arbitration.

18.0 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this contract or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

19.0 INDEMNITY

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recovered against it by reason of any act, or omission of the Contractor, his agents or employees in the execution of the work of the guarding of it and in case any such action is brought against the Owner, the Contractor shall immediately take charge of and defend the same at his own cost and expense. "Indemnity and Hold Harmless Agreement" is incorporated herein by reference.

20.0 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due to him hereunder without the previous consent of the Owner.

21.0 SUBCONTRACTS – NON SPECIALTY

The Contractors shall submit to the Engineer in writing one (1) week prior to the commencement of work or sooner, the names of the subcontractors proposed for the principal parts of the work, if any.

The Contractor agrees that he is 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.

Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the Owner.

22.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law, regulations and clauses required by law applicable to the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as it were included herein.

23.0 MATERIAL TESTING

The Engineer, may, at his discretion, require materials to be used in performing the work under this Contract to be tested. Whenever so instructed by the Engineer, the Contractor shall furnish representative samples of materials and shall forward them to the office of the Engineer. The entire cost of sampling and testing such materials shall be borne by the Contractor.

24.0 PERMITS

The Contractor shall obtain all permits and licenses, as required by the Owner or other authorities having jurisdiction.

25.0 REMOVAL OF RUBBISH

As the work progresses, all rubbish, refuse and unused materials and tools shall be left in a neat and orderly condition ready for use. All ditches, pits and other excavation made by the Contractor for his convenience in prosecuting the work, shall be filled up, and all embankments, temporary spoil banks and similar deposits not shown on the plans, shall be removed prior to the completion of the Contract, in such manner and to such extent as the Engineer may direct.

26.0 WATER, ELECTRIC, UTILITIES, ETC.

The Contractor must arrange for his own water supply, electric service, and other utilities, paying for all permits, connections, piping meters, consumption, etc., as required.

27.0 SUBSURFACE STRUCTURES AND UTILITIES

The location of existing substructures and utilities shown on the drawings and contained in the Contract have been secured from various sources and is not guaranteed to be accurate. The Contractor is advised to determine the exact location of all subsurface structures and utilities.

In the event that the subsurface structure and utilities locations deviate from what is shown on the drawings and Contract documents, the Contractor shall notify the Engineer immediately.

The Contractor shall be responsible for any damage to existing subsurface structures and utility facilities as a result of the work contained in the Contract. In the event that the Contractor damages any existing subsurface structures and utility facilities, the Contractor shall notify the affected utility authority and Engineer immediately.

28.0 DISPOSAL OF EXCAVATED MATERIALS

The Contractor shall dispose of excavated material, such as rock, earth, pavement, etc., when in the opinion of the Engineer, said material is deemed unusable for use in the Contract.

Disposal sites of unusable materials shall be at the Contractor's option, but will conform to State, County and Local laws.

29.0 FINAL CLEAN-UP

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

The Contractor shall procure and submit to the Engineer signed statements from property owners affected that he has fulfilled his obligations in the matters enumerated above with regard to their respective properties.

30.0 NO DAMAGE FOR DELAY OR EXPENSE TO CONTRACTOR, SUBCONTRACTOR, MATERIAL SUPPLIERS, THEIR AGENTS OR EMPLOYEES DURING PERIODS OF DELAY.

The terms, as set forth below, supercede any inconsistent provisions of the Specifications and or Contract and are limited only by N.J.S.A. 40A:11-19 and 18A:18A-41 as applicable.

In the event that the Contractor, Subcontractor, Material Supplier, their agents and employees (hereinafter, collectively, referred to as the "Contractor") are delayed in the performance and/or completion of the work by any act then and in all such cases where there has been delays, suspensions or other impacts caused to the Contractor, as a result of said delay the parties hereto agree that the only remedy of the Contractor shall be limited to an extension of time for the completion of the Contract.

The only limitation to this provision shall be as limited by N.J.S.A. 40A:11-19 and 18A:18A-41 as may be applicable. The Owner and Contractor specifically agree that the inability to obtain permits and the like, or by changes ordered in the work, strikes, lockouts, fire weather conditions, acts of God, and unusual delays by common carriers are contemplated by the parties in setting a completion date under the contract and as envisioned by N.J.S.A. 40A:11-19 and 18A:18A-41.

The decision as to the amount of time permitted by way of extension caused by delay shall be solely that of the Engineer. The Contractor agrees that this provision shall be part of any Contract or any Subcontract relative to the scope of the work to be conducted. The parties agree that they shall not seek any damages for delay impacts caused by delays of any nature, sort or type. The sole remedy under these circumstances is an extension to the time to perform, except as permitted by N.J.S.A. 40:11-19 and 18A:18A-41. In the event that a Contractor asserts in an Arbitration, lawsuit or proceeding of any type, an entitlement to money damages or other damages other than an extension of time in violation of this provision, the Owner and Engineer shall be entitled to reasonable attorney's fees and costs incurred in the defense of the matter, in the event it is determined that the Contractor was only entitled to an extension of time to perform.

No such extensions of time shall be made for any one or more delays unless within seven (7) days after the beginning of such delay a written request for additional time shall be filed with the Engineer.

No claim for damages or any claim other than for an extension of time, as herein provided, shall be made or asserted against the Owner or any of their agents or employees, with the exception of the limitations provided by N.J.S.A. 40A:11-19 and 18A:18A-41.

Anything contained in the Specifications, the Contract, the drawings or any other document to the contrary notwithstanding, the Contractor shall not be entitled to the damages or to extra compensation by reason of delays occasioned by the proceedings to review the awarding of the Contract to the Contractor or to review the awarding of any other Contract to any other Contractor.

31.0 DISPUTE RESOLUTION

The Owner and Contractor agree to submit to forms of alternative dispute resolution (ADR) prior to submitting to a Court of adjudication in the event that a dispute arises under the Contract. Forms of ADR may include mediation, arbitration and non-binding arbitration and shall be conducted in accordance with State Law, industry standards and American Arbitration Association (AAA) guidelines.

ADR shall not be applicable to statutory items contained in the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

32.0 LABOR STANDARDS

The Contractor and any hired subcontractors shall comply with all of the State of New Jersey Labor Laws, including but not limited to New Jersey Department of Labor Laws, N.J.S.A. 10:2-1 to 10:2-4 inclusive and the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq as amended).

A copy of the prevailing wage determination applicable to the contract and issued by the New Jersey Department of Labor is on file at the Engineer's office and are attached to this Contract.

Starting August 16, 2024, contractors engaged in public work projects must submit their certified payroll records through the New Jersey Wage Hub. Submission of certified payroll records to New Jersey Wage Hub will satisfy the requirement to submit them to a public body if the public body is also using New Jersey Wage Hub.

Prior to final acceptance of the work completed in the Contract and final payment to the Contractor, the Contractor shall complete the Prevailing Wage Certification which is enclosed in the Contract for use by the Contractor.

Prior to final acceptance of the work completed in the Contract and final payment to the Contractor, the Contractor shall submit certified payrolls to the Owner with a copy to the Engineer in compliance with N.J.A.C. 12:60.

33.0 SITE SAFETY

The Contractor is responsible for site safety both in the Owner's right-of-way and private property for the duration of the Contract. The Contractor shall provide a Site Safety Form to the Engineer or Inspector on a daily basis for the duration of the Contract. A copy of the Site Safety Form is enclosed in the Contract for use by the Contractor.

The Contractor shall not be approved for payment unless the Site Safety Form for each day worked in the payment request period has been furnished by the Contractor to the Engineer or Inspector.

34.0 FINAL PAYMENT AND PROJECT CLOSE OUT

Final acceptance of the project and the issuance of the final payment made by the Owner shall release the Owner from any claims and liabilities pertaining to the Contractor. Final payment and project close out does not relieve the Contractor or its agents of any obligations contained in the Contract.

Prior to final payment and project close out, the Contractor shall submit the following items:

1. Maintenance Bond.
2. As-Built Plans (if applicable).
3. Prevailing Wage Certification.
4. All Monthly Manning Project Reports.
5. All Certified Payrolls Reports.
6. All Site Safety Forms.
7. Full Release and Waiver of Lien Certification.
8. Any other documentation required and included in the Contract.

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

Town: **Borough of Buena**

Project Name: **NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park**

County: **Atlantic**

D&A Project Number: **BB-C-013**

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, Foreman), 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: _____

SITE SAFETY FORM

Town: **Borough of Buena**

Project Name: **NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park**

County: **Atlantic**

D&A Project Number: **BB-C-013**

I hereby certify that I understand and acknowledge all Federal, State and Local laws regulating construction work and safety requirements for the progression of the work in this Contract.

On this day, I also certify that all Federal, State and Local laws regulating site safety have been followed and are in accordance with the Contract, except as noted:

- | | |
|--|--|
| <input type="checkbox"/> Trench Conditions | <input type="checkbox"/> Entry to Subsurface Structures |
| <input type="checkbox"/> Traffic Control | <input type="checkbox"/> Properly Maintained Equipment |
| <input type="checkbox"/> Fall Protection | <input type="checkbox"/> Work in Proximity to Electric Lines |

Other _____

None
Comments/Resolutions _____

Contractor: _____

By: _____

Authorized Representative

I executed this form at _____ on _____
Time Date

NEW JERSEY PREVAILING WAGE PAYMENT CERTIFICATION

Town: **Borough of Buena**

Project Name: **NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park**

County: **Atlantic**

D&A Project Number: **BB-C-013**

I hereby certify that all workmen employed by my company (Contractor) and subcontractors have been paid in full and all payments have been made in accordance with the New Jersey Department of Labor requirements and New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963). I also hereby certify that all suppliers, vendors and any other applicable entities that were utilized for this Contract have been paid in full and that all claims, liens, contingencies and mortgages are not remaining. Lastly, I acknowledge that this form must be fully executed and submitted to the Engineer and Owner to receive final payment.

Contractor: _____

By: _____

Authorized Representative

Authorized Representative Title

I executed this form at _____ on _____
Time Date

Sworn and subscribed before me this _____ day of _____ 2024,

Notary Public of New Jersey

Full Release and Waiver of Liens Certification

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment upon real estate owned by (OWNER) in (MUNICIPALITY), State of New Jersey in furtherance of that certain (PROJECT NAME) sponsored by the (OWNER) (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ _____, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ _____.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this _____ day of _____, 20__.

Paid to date: \$ _____

NAME OF SUBCONTRACTOR/SUPPLIER: _____

By: _____

Title: _____

Sworn and subscribed to
before me this _____ day of _____, 20__.

Notary Public of New Jersey

PROPOSAL SECTION

BID DOCUMENT CHECKLIST

Borough of Buena, Atlantic County, New Jersey

NJDCA F.Y. 2023 Local Recreation Improvement Grant (LRIG)

For the Restroom Building at Bruno Melini Park

D&A File # BB-C-013

Required by Owner	Submission Requirement	Statutory Reference	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification*	N.J.S.A. 52:25-24.2	
<input checked="" type="checkbox"/>	Bid Guarantee* (with Power of Attorney for full amount of Bid Bond)	N.J.S.A. 40A:11-21	
<input checked="" type="checkbox"/>	Consent of Surety* (with Power of Attorney for full amount of Bid Price)	N.J.S.A. 40A:11-22	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda*	N.J.S.A. 40A:11-23 c.1),2),3)	
<input checked="" type="checkbox"/>	Subcontractors List*	N.J.S.A. 40A:11-16	
<input checked="" type="checkbox"/>	Equipment Certification	N.J.S.A. 40A:11-20	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	N.J.S.A. 52:34-15	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Form	N.J.S.A. 34A:11-56.48	
<input checked="" type="checkbox"/>	Background Questionnaire and References	N.J.S.A. 40A:11-23.1b.	

<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language Compliance Notice	N.J.S.A. 10:5-31	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	N.J.S.A. 40A:11-23.1b.	
<input checked="" type="checkbox"/>	Certification of Non-Debarment	N.J.S.A.52:32-44.1	
<input checked="" type="checkbox"/>	Status of Present Contracts	N.J.S.A. 40A:11-23.1b.	
<input checked="" type="checkbox"/>	W-9 Request for Taxpayer Identification Number and Certification	N.J.S.A. 40A:11-23.1b.	
<input checked="" type="checkbox"/>	Bid Proposal Form	N.J.S.A. 40A:11-23.1b.	

**Failure to submit any one of these mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Owner (N.J.S.A. 40A:11-23.2.).*

The undersigned hereby acknowledges and submits the above listed items.

Name of Bidder: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

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 Borough of Buena is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Buena to notify the Borough of Buena 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 Borough of Buena to declare any contract(s) resulting from this certification void and unenforceable.

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

BID GUARANTEE

A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000, shall furnish a guarantee as provided for herein.

The guarantee shall be payable to the Owner so that if the contract is awarded to the bidder, the bidder will enter into a contract therefor and will furnish any performance bond or other security required as a guarantee or indemnification.

The guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder, by certified check, cashier's check or bid bond. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any Owner, which condition requires the depositing of a guarantee in an amount other than 10% of the bid or in excess of \$20,000.00 the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID**

Borough of Buena, Atlantic County, New Jersey
NJDCA F.Y. 2023 Local Recreation Improvement Grant (LRIG)

For the Restroom Building at Bruno Melini Park

D&A File #BB-C-013

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

SUBCONTRACTORS LIST

In accordance with N.J.S.A. 40A:11-16, the bidder shall be set forth in the bid the name or names of all subcontractors to whom the general contractor will subcontract for branches of work in the following categories:

- (1) The plumbing and gas fitting and all kindred work;
- (2) Steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;
- (3) Electrical work, including any electrical power plants, tele-data, fire alarm, or security system;
- (4) Structural steel and ornamental iron work;

Whenever a bid sets forth more than one subcontractor for any of the categories (1) through (4) listed above, the bidder shall submit to the Owner a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the Owner simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the Owner, the Owner shall award the contract to the next lowest responsible bidder.

The Owner shall require evidence of performance security to be submitted simultaneously with the bid. Evidence of performance security 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, but in no event exceeding, the total amount bid.

If the work of the types of the branches listed above will be performed by the bidder and will not be provided by a subcontractor, then the bidder shall indicate **"To Be Performed by Bidder"** below. In this case the bidder shall list the employees name and the applicable licenses covering these trade categories.

If the work of the types of the branches listed above are not involved in this contract, then the bidder shall indicate **"Not Applicable"**.

- (1) The plumbing and gas fitting and all kindred work;

Indicate if the bidder intends to use a subcontractor or if the work will be performed by the bidder: _____

Name: _____

Address: _____

License Number: _____

(2) Steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;

Indicate if the bidder intends to use a subcontractor or if the work will be performed by the bidder: _____

Name: _____

Address: _____

License Number: _____

(3) Electrical work, including any electrical power plants, tele-data, fire alarm, or security system;

Indicate if the bidder intends to use a subcontractor or if the work will be performed by the bidder: _____

Name: _____

Address: _____

License Number: _____

(4) Structural steel and ornamental iron work;

Indicate if the bidder intends to use a subcontractor or if the work will be performed by the bidder: _____

Name: _____

Address: _____

License Number: _____

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____
(name of affiant) name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so 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 above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the
_____ relies upon the truth of the
(name of Owner)

statements contained in said Proposal and in the statements contained in this affidavit in awarding the
contract for the said project.

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

Subscribed and sworn to
before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of
My Commission expires _____
(Seal)

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold.

Under the law a *contractor* is a “person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state.

The PWCRA defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,...
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to the Owner on implementing the law, the following have been identified in the law:

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals are **received** by the public entity.
2. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
3. After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed subcontractors.
4. The Owner must review the certificates to be sure they were in effect at the time the bid proposals were received.
5. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
6. Bid proposal documents need to inform those submitting proposals of these requirements.

Name

Registration Number

Bidder: _____

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

BACKGROUND REFERENCES AND QUESTIONNAIRE

1. General Identification

Business Entity Name (the "Company") _____

D/B/A ("Doing Business As"), if any _____

Street Address _____

City/State/Zip _____

Phone No. _____ Fax No. _____

Email: _____

2. Business Organization and History

Type of Business Entity: _____

List the Partners and Officers Below:

Partner / Officer Name	% of Ownership

Date the Company was formed or incorporated _____

State in which the Company was formed or incorporated _____

How many years' experience has the Company had regarding the proposed work in the contract? _____

Has the Company failed to complete any work within the last five years? If so, please list the project, the location and an explanation.

Has the Company or any of its AFFILIATE FIRMS ever been the subject of any of the following actions by any government agency (Note: Matters under appeal must be disclosed.):

- a) been suspended, debarred, disqualified, declared non-responsible, or had its prequalification revoked?
 No
 Yes
- b) been prevented, or barred, or agreed to a voluntary exclusion, from bidding/contracting for any integrity related reason?
 No
 Yes
- c) been denied a contract despite being the low bidder for any integrity related reason?
 No
 Yes
- d) had a contract terminated for "cause"?
 No
 Yes

List the projects your company has completed in the last three (3) years:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

9. _____

10. _____

**Attach additional sheets if necessary.*

3. References

Please list the names, addresses and telephone numbers of references for the projects listed above:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

**Attach additional sheets if necessary.*

AFFIRMATIVE ACTION COMPLIANCE NOTICE

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid may be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is 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 there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Town** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Town** to notify the **Town** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Town** and that the **Town** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

**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 Borough of Buena 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 Borough of Buena to notify the Borough of Buena 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 Borough of Buena, permitting the Borough of Buena 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 <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Buena 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 with the Borough of Buena to notify the Borough of Buena 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 Borough of Buena, permitting the Borough of Buena 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 Organization listed above in Part I 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 Borough of Buena is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Borough of Buena to notify the Borough of Buena 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 Borough of Buena, permitting the Borough of Buena to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

STATUS OF PRESENT CONTRACTS

The undersigned Bidder hereby certifies as follows:

The bidder currently has the following uncompleted contracts at the time of submission of this bid:

<u>Name of Contract and Contracting Entity</u>	<u>Amount of Contract</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Please attach additional sheets if more space is needed.

Name of Bidder: _____

By: _____
(Signature)

Name of Above: _____
(Print)

Title: _____

Date: _____

BUSINESS REGISTRATION CERTIFICATION

In accordance with N.J.S.A. 52:32-44, Business Organizations are required to be registered with the New Jersey Department of Treasury, Division of Revenue.

Definitions relative to registration of certain businesses; registration requirements.

1. a. For the purposes of this section:

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of the Treasury;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with a contracting agency;

"Contracting agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit;

"Local unit" means any contracting unit as defined pursuant to section 2 of P.L.1971, c.198 (C.40A:11-2), any board of education as defined pursuant to N.J.S.18A:18A-2, a private firm that has entered into a contract with a public entity for the provision of water supply services pursuant to P.L.1995, c.101 (C.58:26-19 et al.), a private firm or public authority that has entered into a contract with a public entity for the provision of wastewater treatment service pursuant to P.L.1995, c.216 (C.58:27-19 et al.), and a duly incorporated nonprofit association that entered into a contract with the governing body of a city of the first class for the provision of wastewater treatment services pursuant to P.L.1995, c.216 (C.58:27-19 et al.);

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract issued by a contracting agency.

b. No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

c. A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of

valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

d. A contract entered into by a contracting agency with a contractor shall include provisions under subsection b. of this section and this subsection for the contractor to comply with, and for the contractor to notify subcontractors by written notice to comply with subsection c. of this section. A contracting agency shall not be responsible for a contractor's failure to comply with this section. 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 during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

e. Notice of the provisions of this section shall be included by the contracting agency in any bid specification, requests for proposals, or other documents notifying potential contractors of opportunities to provide goods or perform services for a contracting agency.

f. Nothing in this section shall in any way alter the provisions or change the responsibilities or obligations of casino industry licensees as set forth in section 92 of P.L.1977, c.110 (C.5:12-92).

g. (1) A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, 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," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

(2) A contracting agency entering into a contract with a contractor, or a contractor with a subcontractor, shall include in its contract to provide goods or perform services or to construct a construction project with that contractor, or a contractor with a subcontractor, for the term of the contract, a requirement that the contractor or subcontractor 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," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

(3) For the purposes of this subsection, "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this subsection an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
1. Bidder: _____	_____	_____
2. Subcontractor: _____	_____	_____
3. Subcontractor: _____	_____	_____
4. Subcontractor: _____	_____	_____
5. Subcontractor: _____	_____	_____

Subscribed and sworn to
before me this day _____, 2_____

Signature

(Type or print name of affiant under signature)

Notary public of My Commission expires _____
(Seal)

BID FORM

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Owner is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he/she has carefully examined the annexed proposed Bid Documents and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Requirements; that he/she or his/her representative has made a personal inspection of the site of the proposed work; and that he/she proposes and agrees that if this proposal is accepted, he/she will contract with the Borough of Buena, in the form of contract hereto annexed, and 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 specified, and according to the requirements of the Engineer as therein set forth, and that he will take in

Base Bid Contract Completion Time: **80 Calendar Days**

NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park

BASE BID - Building

Item	Quantity	Units	Description	Unit Price	Amount
1	LUMP SUM	LUMP SUM	SITE IMPROVEMENTS: PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 023150, 312301, 312500, 321615, 333115, 340100 AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
2	LUMP SUM	LUMP SUM	EXISTING CONDITIONS (DIVISION 2): PRICE INCLUDES ALL WORK INCLUDED IN SECTION 024100, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
3	LUMP SUM	LUMP SUM	CONCRETE (DIVISION 3) AND MASONRY (DIVISION 4): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 032000, 033000, 042200, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
4	LUMP SUM	LUMP SUM	WOOD, PLASTICS, AND COMPOSITES (DIVISION 6): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 061000, 061600, 061753 AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
5	LUMP SUM	LUMP SUM	THERMAL AND MOISTURE PROTECTION (DIVISION 7): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 071416, 072600, 073113, 074633, 079200, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
6	LUMP SUM	LUMP SUM	OPENINGS (DIVISION 8): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 081113, 087100, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
7	LUMP SUM	LUMP SUM	SPECIALTIES (DIVISION 10): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 101423.16, 102800 AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
8	LUMP SUM	LUMP SUM	ALLOWANCE: UNFORESEEN CONDITIONS AND DEDICATED FOR ADDITIONAL CONSTRUCTION WORK REQUESTED BY THE OWNER.	\$ 10,000.00	\$ 10,000.00

Total Amount Bid Based on Base Bid Estimated Quantities 1 to 8, Inclusive: \$ _____

Total Amount Bid Based on Base Bid Estimated Quantities 1 to 8, Inclusive (Written):

DOLLARS

BIDDER

BIDDER'S SIGNATURE

DATE

BID FORM

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Owner is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he/she has carefully examined the annexed proposed Bid Documents and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Requirements; that he/she or his/her representative has made a personal inspection of the site of the proposed work; and that he/she proposes and agrees that if this proposal is accepted, he/she will contract with the **Borough of Buena**, in the form of contract hereto annexed, and 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 specified, and according to the requirements of the Engineer as therein set forth, and that he will take in

Add Alternate Bid "1" Contract Completion Time: 20 Calendar Days

NJCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park

ADD ALTERNATE BID "1" - Plumbing and HVAC

Item	Quantity	Units	Description	Unit Price	Amount
A1	LUMP SUM	LUMP SUM	PLUMBING (DIVISION 22): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 220000, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
A2	LUMP SUM	LUMP SUM	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) (DIVISION 23): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 230000, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____
Total Amount Bid Based on Alternate Bid "1" Items A1 to A2, Inclusive:				\$ _____	

Total Amount Bid Based on Alternate Bid "1" Items A1 to A2, Inclusive (Written):

DOLLARS

BIDDER BIDDER'S SIGNATURE

DATE

BID FORM

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Owner is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he/she has carefully examined the annexed proposed Bid Documents and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Requirements; that he/she or his/her representative has made a personal inspection of the site of the proposed work; and that he/she proposes and agrees that if this proposal is accepted, he/she will contract with the **Borough of Buena**, in the form of contract hereto annexed, and 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 specified, and according to the requirements of the Engineer as therein set forth, and that he will take in

Add Alternate Bid "2" Contract Completion Time: 20 Calendar Days

NIDCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park

ADD ALTERNATE BID "2" - Electrical

Item	Quantity	Units	Description	Unit Price	Amount
B1	LUMP SUM	LUMP SUM	ELECTRICAL (DIVISIONS 26): PRICE INCLUDES ALL WORK INCLUDED IN SECTIONS 260000, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	\$ _____	\$ _____

Total Amount Bid Based on Alternate Bid "2" Item B1, Inclusive: \$ _____

Total Amount Bid Based on Alternate Bid "2" Item B1, Inclusive (Written):

DOLLARS

BIDDER

BIDDER'S SIGNATURE

DATE

CONTRACT

THIS AGREEMENT, made this **DATE** between **The Borough of Buena, 616 Central Avenue, Atlantic County, New Jersey 08341** (OWNER) and (CONTRACTOR).

WITNESSETH, that CONTRACTOR, for and in consideration of the payment of **\$000,000.00** money hereinafter mentioned, hereby covenants and agrees to with the OWNER the following:

1. That the CONTRACTOR shall and will provide and furnish all materials, equipment, tools and apparatus, and perform all of the work and labor required for the **NJDCA F.Y. 2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park, Borough of Buena, Atlantic County, New Jersey - D&A Project Number: BB-C-013** in strict accordance with and in all respect conforming to the Plans and Specifications prepared therefore by DeBlasio & Associates, P.C., 4701 New Jersey Avenue, Wildwood, New Jersey (ENGINEER), which Plans and Specifications are made part thereof to the same effect as though they were herein particularly set forth in detail.

2. The CONTRACTOR shall carry on the work with such force at such times and seasons as may be agreed to by the ENGINEER. The CONTRACTOR shall, unless otherwise directed as hereinafter provided, proceed promptly upon the signing of the Contract and approval of the surety bond and Contract as to form and execution by the Municipal Solicitor of the OWNER, to execute all work in every respect in a thorough and workmanlike manner and shall fully and entirely complete all the work embraced in this Contract within the contract completion time. It is, however, provided that additional time shall be allowed by way of extension of the period for the completion of such work equal to the total period for the completion of such work equal to the total period of delay caused by injunction or other legal proceeding, insofar as such proceedings and delays shall

necessarily prevent the CONTRACTOR from proceeding with such work, but no delay shall be allowed for unless such legal proceedings shall be diligently prosecuted by the said CONTRACTOR, and provided further that, in no case shall such delay be deemed to begin until the CONTRACTOR shall have given written notice to the OWNER of the injunction or other order and the papers which the same shall have been granted.

3. In the event the CONTRACTOR shall fail to complete the work within the Contractul Completion Time or in accordance with the terms and conditions of this Contract, the OWNER shall be entitled to liquidated damages as prescribed in the Contract Documents.

4. The OWNER may suspend the whole or any part of the work herein contained to be done, if it shall deem it for the best interest of the OWNER to do so, without compensation to the CONTRACTOR for such suspension, other than extending the time for completion of the work as much as it may have been delayed by such suspension. The only limitation to this provision shall be as limited by N.J.S.A. 40A:11-19 and 18A:18A-41 as may be applicable. The parties specifically agree that the inability to obtain permits and the like, or by changes ordered in the work, strikes, lockouts, fire, weather conditions, acts of God, and unusual delays by common carriers are contemplated by the parties in setting a completion date under the Contract as envisioned by N.J.S.A. 40A:11-19 and 18A:18A-41. During such suspension all materials delivered upon, but not placed in the work, shall be neatly piled by the CONTRACTOR so as not to obstruct public travel, or shall be removed from the line of the work at the direction of the OWNER, and unless the materials be moved by the CONTRACTOR, upon such direction, the materials shall be removed by the OWNER and expense thereof will be charged to the CONTRACTOR.

5. Neither an extension of time for any reason beyond the time fixed herein for the completion of the Contract, nor the delivery or acceptance of any articles or materials called for by the Contract, shall be deemed to be a waiver by the OWNER of the right to abrogate this Contract for abandonment or delay in the manner herein provided.

6. If the work to be done under this agreement shall be abandoned by the CONTRACTOR, or if at any time the ENGINEER employed by the OWNER shall be of the opinion and shall so certify in writing to the OWNER that the Contract is being unnecessarily and unreasonably delayed, or that the CONTRACTOR is willfully violating any of the conditions or covenants of this Contract or Specifications or is executing the same in bad faith, or not in accord with the terms hereof, or if the work is not fully completed within the time named in the Contract for its completion, the OWNER may notify the CONTRACTOR to discontinue all work, or any part thereof, under this Contract, by a written notice to be served upon the CONTRACTOR as above provided, and thereupon the CONTRACTOR shall discontinue said work, or such part thereof and the said OWNER shall thereupon have the power to contract for the completion of the Contract, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work at and complete the work herein described or such part thereof, and to use such materials as said OWNER may find upon the line of work, and to procure such other materials for the completion of same, and to charge the expense of said labor and materials to the CONTRACTOR and the expense so charged shall be deducted and paid by the OWNER of the moneys as may be due, or any at any time thereafter to grow due to the CONTRACTOR under and by virtue of this Contract, or any part thereof; and in case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the CONTRACTOR, said CONTRACTOR, shall pay the amount of the excess to the OWNER; and in case such expense is less than said amount, said

CONTRACTOR shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the OWNER by the Contract or otherwise, under the provisions of this clause of the Contract, the CONTRACTOR shall continue the remainder of the work in conformity with the terms of this Contract, and in such manner as to in no way hinder or interfere with the persons or workmen employed as above provided by the party of the first part by contract or otherwise to do any part of the work or to complete the same under the provisions of this article of the contract.

7. At all times during the performance of the work hereunder, the CONTRACTOR shall place proper guards upon and around the same for the prevention of accidents, and at night shall keep and maintain suitable and sufficient light reflective barricades and barrels, and shall save harmless the OWNER against and from all suits and actions of every name, kind and description, brought against it or them, and all costs and damages to which they may be put on account, or by reason of any injury to the person or property of another, resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper materials used in the prosecution of the work or by or on account of any act or omission of the CONTRACTOR or his agents.

8. In case any injury is done to property of the OWNER or others in the vicinity of the work, including adjoining lands, or to any sidewalks or curbs in consequence of its employees or agents in carrying out any of the provisions or requirements of this Contract, or caused by surface water runoff onto lands of others, the CONTRACTOR shall make such repairs or replacements as are necessary in consequence thereof at CONTRACTOR's own expense and to the satisfaction of the OWNER, or other landowners, and in case of failure on the part of the CONTRACTOR to promptly make such repairs or replacements, they may be made by the OWNER, and the expense thereof shall be deducted out of the money due

or to grow due to the CONTRACTOR under this Contract. CONTRACTOR shall indemnify and hold harmless the OWNER, its agents and employees from any and all claims of personal injury or property damage as provided in the "Indemnity & Hold Harmless Agreement" which is part of the Bid Documents, which is hereby incorporated by reference herein as if set forth in its entirety.

9. The CONTRACTOR shall be held responsible for any claim made against the OWNER for any infringements of patents, by use of patented articles in the construction and completion of the work, or any process connected with the work agreed to be performed under the said Contract or of any materials used upon said work and will save harmless and indemnify the OWNER and ENGINEER of all costs, expenses, and damages which the OWNER shall be obligated to pay by reason of any infringements of patents used in the construction and completion of the work.

10. If at any time during the period of two (2) years from the date of the acceptance of the whole work under this agreement as evidenced by the final certificate of the ENGINEERS, and the resolution duly passed by the OWNER accepting the whole of said work, any part or parts of the work may show any movement, deficiency or defect other than caused by ordinary wear and tear or ordinary action of the elements, the same shall be repaired and made whole and secure by the CONTRACTOR to the satisfaction of the OWNER, and in case the CONTRACTOR shall neglect or refuse to correct any such defect or make such repair within ten (10) days from the date of service of notice requiring the same to be done, served upon the CONTRACTOR, with the agent in charge of the work or by certified mail, or by serving the same upon the designated agent in this State, the OWNER shall have the right to purchase such materials as it shall deem necessary and to employ such persons as it may deem proper to undertake and complete said repairs and to charge to expense thereof to the CONTRACTOR and Surety, and the said

CONTRACTOR or the Surety shall pay out all such expense to which the OWNER may be part by reason of the neglect or refusal of said CONTRACTOR or Surety to make such repairs.

11. Just previous to the expiration of the respective guarantee periods, the entire work shall be inspected by the OWNER or its representative, and if any defect or movement is found or any repairs are needed beyond those naturally resultant from wear and tear or the action of the elements a notice shall be issued requiring such defects to be corrected and such repairs to be made in conformity with this agreement and said CONTRACTOR and the Surety shall not be relieved from their bond until the required work has been satisfactorily done, or until the OWNER shall have been reimbursed for the total expense of any and all repairs which have been made by the OWNER because of the neglect or refusal of said CONTRACTOR or Surety to comply with the notices issued as herein provided, during said guarantee period.

12. It is further agreed by and between the OWNER and CONTRACTOR hereto that all requirements and terms set forth in the Contract Documents, defined in Attachment "A" for each of the various divisions of the work applying shall be and form an integral part of this Contract and be made part hereof as though the same were herein fully set forth. To prevent all disputes and litigations the ENGINEER shall determine all questions in relation to the work and materials and construction hereof, and in all cases decide every question which may arise relative to the execution and performance of this Contract on the part of the CONTRACTOR and the said ENGINEER's Estimate and decision shall be final and conclusive and such estimate and decision, in case any question shall arise, shall be a condition precedent to the right of the CONTRACTOR to receive any money under this Contract. Any doubt as to the meaning of the Specifications, or any obscurity as to the wording of them will be explained by the ENGINEER, and all

directions and explanations requisite or necessary to complete, explain or make more definite any of the provisions of the Specifications and give them due effect, will be given by the ENGINEER.

13. The CONTRACTOR agrees to obtain and pay for all necessary permits as indicated in the Contract documents and conform to and abide by all rules and regulations of the OWNER, all rules, regulations and ordinances of the OWNER in which the work is being carried on, and all statutes of the State of New Jersey, all rules, regulations and directive orders and laws of the Federal Government or any branch or Bureau thereof, particularly those pertaining to the maximum hours and the minimum and maximum wages of workmen employed in the performance of this Contract and as provided in R.S. 34:10-1 et. seq.
14. In the event that during the progress of the work under the Contract, any materials to be used or being used by the CONTRACTOR in the work are deemed unsuitable, improper or not in conformity with the Specifications and this Contract, the ENGINEER of the OWNER may enter upon the said work and prohibit the further progress of the work or the use of said faulty materials pending the final decision of the ENGINEER, and if the ENGINEER shall condemn said materials or any part thereof, the same shall at once be removed from said construction and materials approved by the ENGINEER substituted in lieu and place thereof.
15. No claim shall be submitted by the CONTRACTOR for extra work performed or materials furnished hereunder by the CONTRACTOR to the OWNER or by the ENGINEER certified for payment, unless there shall have been executed and delivered an agreement in writing therefore between the parties hereto prior to the performance of said extra work or furnishings of said extra material, providing for the payment of the cost thereof by the OWNER.

16. (a) This Contract may be cancelled or terminated by the OWNER, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Contract, in pursuance of Chapter 171 of the Laws of 1945 of the State of New Jersey.

17. It is further agreed between the parties hereto that only domestic materials produced and manufactured in the United States of America shall be used in the work.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be sealed with their seals and executed by their duly authorized officers, the day and year first aforesaid.

OWNER: _____

ATTEST: _____

Clerk

CONTRACTOR: _____

ATTEST: _____

ATTACHMENT 'A' TO CONTRACT

- 1) The term "CONTRACT DOCUMENTS" means and includes the following:
 - A) Notice to Bidders
 - B) Instruction to Bidders
 - C) Proposal Section
 - D) General Requirements
 - E) Contract Form
 - F) Specifications prepared by DeBlasio & Associates, P.C.
 - G) Specifications prepared by OSK Design Partners, PA
 - H) Specifications prepared by BD Engineering, LLC
 - I) Drawings prepared by DeBlasio & Associates, P.C.
 - J) Drawings prepared by OSK Design Partners, PA
 - K) Drawings prepared by BD Engineering, LLC
 - L) Prevailing Wage Determinations
 - M) All Addenda.

Technical Specifications

Table of Contents

NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG)
for the Restroom Building at Bruno Melini Park

D&A File # BB-C-013

<u>Description</u>	<u>Page Color</u>	<u>Section</u>
Scope of Work	White	Scope of Work
Submittals	White	013000
Site Excavation, Filing, Grading	White	023150
Clearing Site	White	024100
Trench Excavation, Backfill and Compaction	White	312301
Soil Erosion and Sediment Control	White	312500
Sidewalks and Driveways	White	321615
Sanitary Sewer Service Connections	White	333115
Sodding	White	340100

SCOPE OF WORK

The scope of work for the project shall include but is not limited to the new construction of a standalone two-stall restroom building at Bruno Melini Park. The restroom building is a no-frills, minimalistic design with an emphasis on easy maintenance and vandalism proof.

The building foundation will consist of a reinforced concrete spread footing, concrete masonry unit (CMU) foundation walls, and building walls. Floor framing will be cast-in-place reinforced concrete slab to allow for a crawlspace. The building walls will be constructed of CMU. The roof framing will be timber prefabricated trusses with an asphalt shingle roof. The floors will be sloped to a centralized floor drain in each stall. A concrete "rat" slab will be poured in the crawlspace where access will be afforded to all utilities in the building. Crawlspace access openings will be provided in the foundation walls. The ceilings will consist of vented vinyl soffits and the building will not be climate controlled. The concrete masonry unit walls will be left unfinished (with the exception of the waterproofing membrane that is to be installed below grade).

The scope of the site improvements include but are not limited to regrading, resodding where necessary, and the construction of a new ADA compliant concrete sidewalks to provide access to the existing asphalt parking lot.

Regarding utilities, the new building is being constructed in the same location as a previously existing restroom building that has since been demolished. The sewer service will need to be carefully located with hand excavations to be utilized and reconnected for the new building. The water service and electrical service will be supplied from the adjacent building known as the Senior Center. The scope of work includes a new electrical service with new conduit and a new water service (as necessary).

The scope of work shall include field locating all utilities, including all excavations as necessary. The scope of work as includes the removal and replacement of sanitary sewer, electrical and water services (as necessary). The scope of work shall include the restoration of disturbed areas to original conditions as specified.

The plans entitled "***NJDCA F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park***" are appended hereto and are part of these specifications. Other miscellaneous items of work shall be included, as shown on the plans and as directed by the Engineer.

Base Bid limits of work shall include:

- 1) The complete construction of the building including but not limited to the foundation, foundation walls, foundation waterproofing membranes, interior walls, exterior walls, first floor concrete slab with sloped floors and floor drain, crawlspace rat slab, roof framing, asphalt shingles, vinyl soffits & ceilings, doors, openings and all items incidental to the building and its structure, and as necessary to deem the building "watertight". All site work including but not limited to regrading, resodding, the reconnection to the sanitary sewer service, electrical, and water services, and the restoration of disturbed areas to original conditions as specified. This includes the connection of the existing utilities to where the utilities make the connection to the new building.

Add Alternate Bid "1" limits of work shall include:

- 1) All of the mechanical and plumbing work.

Add Alternate Bid "2" limits of work shall include:

- 1) All of the electrical work.

The basis of awarding the contract will be predicated upon funding being available. The Borough may elect to award the Base Bid, Base Bid plus Alternate Bid "1", Base Bid plus Alternate Bid "1" plus Alternate Bid "2" or make no such contract award whichever is in the best interest of the Borough.

Subject to change by the Borough of Buena, the timeline for this project is as follows:

October 10, 2024	Receive Bids
October 14, 2024	Buena Borough Will Agree to Award the Contract to the Apparent Low Bidder Contingent upon Approval.
October 21, 2024	Contracts Completed and Executed; Pre-Construction Meeting; Notice to Proceed
January 19, 2025	Project Complete

The project bid documents were completed by the following professionals and consist of the following items:

- a) Plans prepared by DeBlasio & Associates, P.C. entitled "NJDC F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park" dated 09/16/2024 and signed by Marc DeBlasio, PE.
- b) Specifications prepared by DeBlasio & Associates, P.C. entitled "NJDC F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park" dated 09/16/2024 and signed by Marc DeBlasio, PE.
- c) Plans prepared by OSK Design Partners, PA entitled "NJDC F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park" dated 09/23/2024 and signed by Jerry Blackman, AIA, PP.
- d) Specifications prepared by OSK Design Partners, PA entitled "NJDC F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park" dated 09/16/2024 and signed by Jerry Blackman, AIA, PP.
- e) Plans prepared by BD Engineering, LLC entitled "NJDC F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park" dated 08/12/2024 last revised 09/16/2024 and signed by Brian D. Tannehaus, PE.
- f) Specifications prepared by BD Engineering, LLC entitled "NJDC F.Y.2023 Local Recreation Improvement Grant (LRIG) for the Restroom Building at Bruno Melini Park" dated 09/16/2024 and signed by Brian D. Tannehaus, PE.

Submittals – The contractor shall submit all product submittals prior to construction of any work related to the submittals. All product submittals shall be provided by the contractor no later than 30 days after the contract award.

The Contractor shall be responsible for obtaining all applicable permits. It is the contractor's responsibility to ensure that all work complies with Federal, State & local laws, Ordinances, regulations, building codes, etc.

The Contractor shall obtain all utility mark outs, verify the locations of all utilities both horizontally and vertically prior to the start of construction and notify the engineer of any conflicts. The contractor shall also be responsible for coordinating all utility relocation that may be necessary. There will be no separate payment for this work.

The contractor shall notify the Engineer of any utility conflicts at least seven days in advance of the proposed work. Separate payment will not be made for down time if the contractor fails to notify the engineer of any utility conflicts as described above.

The Contractor shall be responsible for removal and disposal of all excess unwanted materials and debris from the project site in accordance with all applicable laws and regulations and in a manner acceptable to the Borough. Should the Borough want any excess material, the material shall be delivered to the Borough's site at no additional charge.

The General Contractor shall provide, coordinate, and direct all required subcontracting services necessary to provide a turnkey construction project.

The Contractor shall provide restoration of all areas disturbed during construction.

Uniformed law enforcement officers will not be required for the project. Maintenance and protection of pedestrian and vehicular traffic will be by the contractor.

Nighttime operations shall not be permitted. Work on weekends shall not be permitted, unless approved by the Borough.

The contractor shall be responsible for all construction layout. No baseline will be provided for this contract. No separate payment will be made for this work.

Separate payment will not be made for excavation and backfill required for footing installations for the project.

Throughout Project execution, any trees or stumps interfering with construction shall be removed at the discretion of the Engineer. No separate payment will be made for this work.

The Contractor shall verify all dimensions, elevations, and existing conditions in the field prior to the start of construction. Any errors and/or discrepancies shall be brought to the attention of the Engineer immediately.

The Contractor shall be responsible for the location and preservation of underground and surface utilities and structures, at or adjacent to the site of construction, and shall repair or replace anything that is damaged at no additional cost to the Owner.

The 2019 U.S. Customary English Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

The Work consists of the following:

The Contractor is responsible and obligated to successfully complete the entire project and to complete each and every necessary detail of every item specified and/or shown on the Contract Drawings and in the Specifications regardless of whether or not a particular detail is specifically mentioned. Any detail of work called out on the Drawings but not called out in the Specifications, or any item of work or detail not called out on the Drawings, but called out in the Specifications, shall be considered the same as if it was called out in both the Specifications and the Drawings. The scope of work shall include the following:

- a. The Contractor is responsible for providing all Site, Structural and Architectural features and finishes including, but not limited to; demolition, interior walls, masonry, structural steel,

- miscellaneous steel, walls, floors, roof, finishes and ceiling systems as listed within the specifications and shown on the contract drawings and as required to complete the new work.
- b. The Contractor is responsible for verifying all existing conditions of the existing site, foundation, footings, and structural framing. All new work shall be coordinated and developed within and on the existing structures provided.
 - c. The contractor shall provide all Mechanical, Plumbing, Electrical, and all Structural components and Systems.
 - 1) The furnishing and installation of all other appurtenances as shown on the drawings, unless noted otherwise.
 - 2) The furnishing of all materials specified herein required for a complete installation.
 - 3) All work shall be in accordance with accepted manufacturers and construction standards, applicable codes and directives of officials having jurisdiction over the project.
 - 4) All demolition materials, construction debris and scrap shall be disposed of in a legal manner and in accordance with all local, State and Federal or other agencies having jurisdiction unless noted otherwise for reuse or salvage.
 - 5) The Contractor shall include all materials and work for the completed project as detailed within the contract documents.
 - 6) The above Scope of Work outlines the general items and distribution of work and shall not be construed as being all-inclusive.
 - 7) The Contractor shall be responsible for applying for and obtaining any and all permits required to satisfactorily complete this construction project.
 - 8) Codes and Standards: The work as specified and performed for this project shall comply with all applicable New Construction Sections of the State of New Jersey, Building Code. Said work shall comply with the latest revision of the NEC, NESC, LSC, UL, IBC, NSPC, IMC, IFGC, NFPA, ASME, ANSI or other applicable codes.

Project will be constructed under a single prime general construction contract.

Coordination of Work:

- a. The Contractor is responsible for the overall coordination of the construction work of the project. At the beginning of the project the Contractor shall prepare a Construction Progress Schedule in a form acceptable to the Engineer and Owner, indicating the phasing of all Subcontractors' work and the work of his own forces. This submission is required on or before the Pre-construction Conference Meeting (No Exception).
- b. The Contractor is responsible for the distribution and delegation to his sub-contractors and suppliers of the construction funds provided within the contract. At the beginning of the project the Contractor shall prepare a complete detailed "Schedule of Values" in a form acceptable to the Engineer and owner. This submission is required on or before the Pre-construction Conference Meeting (No Exception).
- c. Construction progress meetings will be held as needed by the Engineer/Architect after the pre-construction meeting. The progress schedule shall then be reviewed at the project meetings with the Engineer, Architect, Borough Personnel, the Contractors, and the

Subcontractors. At these meetings adjustments will be made to the schedule which are agreeable to all and deemed appropriate for the timely completion of the project.

- d. The Engineer will monitor the progress of the project and review the status of the completion of work at the regular project meetings. If one or more of the Subcontractors is delaying the progress of the project, it shall be the responsibility of the Contractor to take necessary action to bring that portion of the project back on schedule.

All costs related to project coordination shall be included by the Contractor. In addition, the Contractor shall be responsible to provide clear, safe, unobstructed access to the sports facilities. The Contractor shall provide the necessary material and labor to accommodate access. Cost for all materials and labor, including premium time if necessary, shall be included in the bid.

END OF SCOPE

SUBMITTALS
SECTION 013000

013000.01 DESCRIPTION

The Contractor shall provide submittals and material cut sheets for all items proposed to be used in the contract. A list of required submittals is attached, and additional submissions may be required by the Engineer, at no additional cost to the owner. The Contractor shall provide submittals and product information either by traditional, paper copy means or electronic media (email, external drives, etc.).

013000.02 MATERIALS

Not applicable.

013000.03 CONSTRUCTION

PROCESS

Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery and related activities. Transmit in an expeditious manner and in advance of ordering materials to avoid delays. Allow two weeks for review. Allow more time if processing must be delayed for coordination with other submittals. The Engineer will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to Permit processing.

CONTRACTOR SCHEDULE

Submit a fully developed, bar-chart type construction schedule at the preconstruction meeting. Provide a separate bar for each construction activity and a vertical line to identify the first working day of each week. Coordinate the construction schedule with the list of subcontracts, submittal schedule, progress reports, payment requests and other schedules. Indicate completion in advance of the date established for substantial completion. Indicate substantial completion on the schedule to allow time for the Engineer's procedures necessary for certification of substantial completion. Revise each schedule after each meeting or activity, where revisions have been made. Issue the updated schedules concurrently with report of each meeting. The revised schedule must be approved by the engineer.

DAILY REPORTS

Prepare a daily construction report, recording information concerning events at the site. Submit duplicate copies to the Engineer at weekly intervals. Include the following information:

- List of subcontractors at the site.
- High and low temperatures, general weather conditions.
- Accidents, stoppages, delays, shortages, losses.
- Emergency procedures.
- Change orders received, implemented.
- Partial completions, occupancies.
- Substantial completions authorized.

SHOP DRAWINGS AND PRODUCT INFORMATION

Submit new information, drawn to accurate scale. Indicate deviations from contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Include the following information:

Dimensions

- Identification of products and materials included.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

Collect product data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Submit six (6) copies of each required submittal. The Engineer will retain four (4) copies and return the others marked with action taken and corrections or modifications required.

SAMPLES

Submit full-size samples cured and finished as specified and identical to the product proposed. Mount, display or package samples to facilitate review. Prepare samples to match the Engineer's sample. Include the following:

- Generic description
- Compliance with recognized standards
- Source
- Availability and delivery time
- Product name or name of manufacturer

Submit samples for review of kind, color, pattern and texture for a final check of these characteristics and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations. Refer to other sections for samples that illustrate details of assembly, fabrication techniques, workmanship, connections, operation and similar characteristics. Refer to other sections for samples to be returned for incorporation in the work. Such samples must be undamaged at the time of use. On the transmittal indicate special requests regarding disposition of sample submittals.

ENGINEER'S ROLE

Except for submittals for record, information or similar purposes, where action and return are required, the Engineer will review each submittal, mark to indicate action taken and return. Compliance with specified characteristics is the contractor's responsibility. The Engineer will stamp each submittal with a self-explanatory stamp marked to indicate either approval, rejection, conditional approval and comments.

No separate payment shall be made for submittals and the cost incurred shall be included in the various items in the proposal for which the submittals are made.

END OF SECTION

SITE EXCAVATING, FILLING AND GRADING
SECTION 023150

023150.01 DESCRIPTION

- A. Description of work: Site excavation, filling and grading includes but is not limited to:
1. Filling and backfilling to attain the indicated finished grades for the entire site.
 2. Any additional work as may be specified in the Scope of Work.
- B. Definitions:
1. Excavation: Removal and disposal of all material encountered when establishing required grade elevations.
 2. Unauthorized excavation: Removal of materials beyond specified subgrade elevations without approval of the Engineer.

023150.02 MATERIALS

- A. General: All fill and backfill materials shall be subject to the approval of the Engineer.
- B. On-Site Fill: The native soils will be used as fill, however, all on-site materials used for fill shall be subject to the approval of the Engineer, and to the following requirements:
1. Free from organic matter, deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage, glass, plastics, and matter that may decay.
 2. Free of large rocks or lumps that, in the opinion of the Geotechnical Engineer, may create voids or prevent proper compaction, free of rubble, bricks, large wood and concrete pieces.
- C. Borrow fill material: Free from deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage and matter that may decay. The fill material shall consist of well-graded granular soils (sand and gravel) containing less than 12% fines (material passing the No. 200 sieve) and a maximum particle size of 3 inches. All fill shall be compatible with the in-situ soil. The borrow fill material shall be used only when the available on-site material is completely depleted and with the permission of the Engineer.
- D. Trench material: Free from deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage and matter that may decay. The material shall consist of granular soils (sand). All trench material shall meet the gradation requirements shown in section 901.06.02 of the NJDOT Standard Specifications for Road and Bridge Construction, 2019, for natural sand.
- E. Notifications: For approval of borrow materials, notify the Engineer at least five (5) working days in advance of intention to import material, designate the proposed borrow area, and perform sampling and testing at Contractor's expense, if directed by the Engineer, to prove the quality and suitability of the material.

023150.03 CONSTRUCTION

A. Requirements of regulatory agencies:

1. All excavations shall be in compliance with Federal Occupational Safety and Health Act and Rules and Regulations of State of New Jersey Department of Labor and Industry, Bureau of Engineering and Safety, N.J.A.C. 12:180.
2. Excavation work shall be in compliance with applicable requirements of other governing authorities having jurisdiction.
3. The contractor may be required to provide soil sampling and testing reports to the waste management facilities in order to dispose of the soil. The contractor will be responsible for this work, and his/her costs shall be included in the unit price bid for the project. Copies of all testing results shall be submitted to the Owner and Engineer prior to the removal of the materials from the site for disposal.
4. A letter of compliance/acceptance from the disposal facility that will accept the soil shall be submitted to the Owner and Engineer prior to the removal of the materials from the site for disposal at the facility.
5. One copy of each waste disposal manifest shall be submitted to the Owner and Engineer after acceptance of the waste at the disposal facility.

B. Reference standards included in this Specification section:

1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction Standard Specifications (2019).
 - a. Table 901.11-1 Standard Soil Aggregate Gradations
2. American Society for Testing and Materials (ASTM):
 - a. D-1556-07: Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - b. D-1557-07: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
 - c. D4253-00(2006): Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
 - d. D2166-06: Standard Test Method for Unconfined Compressive Strength of Cohesive Soil
 - e. D6938-08a: Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

C. Test reports:

1. The following test reports shall be made if the borrow fill material is used.
2. One optimum moisture, maximum density curve for each type of soil encountered, including a complete test report as specified in ASTM D-1557.
3. Field Density test reports.
4. Report of actual Unconfined Compressive Strength and/or results of bearing tests for each strata encountered at footing subgrades. The report shall be prepared in accordance with ASTM D-2166.
5. Test reports on all borrow material and select backfill material in accordance with the following standards:
 - a. Standard Test Method for Particle-Size Analysis of Soils: ASTM D422 - 63(2007).
 - 2Bb. Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils: ASTM D4318-05.

D. The following Site Preparation Procedures are recommended:

1. Strip the site from all vegetation and other deleterious material as specified under Section 201 Clearing Site of the 2019 NJDOT Standard Specifications.
2. Refer to Section M-2 for compaction information.
3. Undercut any zones of instability disclosed by proof-rolling and replace the undercut material with fill, as approved by the Engineer.

E. Existing utilities:

1. Should any functioning utilities be encountered during excavation, notify the Engineer immediately and consult the Utility Owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of Utility Owner.
2. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.
3. Demolish and completely remove from site all abandoned, if any, existing underground utilities encountered during excavation.
4. Permit the appropriate utility companies access to the site for the purpose of clearing of the proposed utility easement and the relocation of the existing overhead utility system.

- F. Use of explosives: The use of explosives is not permitted.
- G. Protection of persons and property:
1. Barricade open excavations occurring as part of this work and post with warning lights as required to protect persons on the site. Operate warning lights as recommended by authorities having jurisdiction.
- H. Dust Control:
1. Use all means necessary to control dust on and near the work if such dust is caused by the Contractor's operations during performance of the work or if resulting from the conditions in which the Contractor leaves the site.
 2. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors and concurrent performance of other work on the site.
- I. Weather conditions: Do not place, spread, roll or fill material during freezing, raining, or otherwise unfavorable weather conditions. Do not resume work until conditions are favorable as determined by the Engineer.
- J. Inspection by Contractor: Examine the areas and conditions under which excavating, filling and grading are to be performed and notify the Engineer, in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- K. Preparation:
1. Prior to commencement of work, establish location and extent of all utilities in the work areas. Maintain, protect as required existing utilities which pass through the work area.
- L. Excavation:
1. Unauthorized excavation:

Unauthorized excavation, including remedial work directed by the Engineer, shall be at the Contractor's expense.
 2. Additional excavation:
 - a. When excavation has reached required sub-grade elevations, notify the Engineer who will make an inspection of conditions.
 - b. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Stability of excavations:
 - a. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space.
 - b. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
4. Shoring and bracing:
 - a. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
 - b. Maintain shoring and bracing in excavations regardless of time period excavations will be open.
 - c. Exercise care in the drawing and removal of sheeting, shoring, bracing and timbering to prevent collapse and caving of the excavation faces being supported.
5. Dewatering:
 - a. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding areas.
 - b. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms and undercutting of footings, and prevent soil changes detrimental to the stability of subgrades and foundations. Provide and maintain cofferdams, pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
6. Material storage:
 - a. Stockpile satisfactory excavated materials where directed until required for use as backfill or fill. Place, grade and shape stockpiles for proper drainage.
 - b. Locate and retain soil materials away from edge of excavations.
 - c. Dispose of excess soil material and waste materials as herein specified. Excavated material unsuitable for backfilling shall be kept separate from other materials excavated, and disposed of. Materials suitable for backfilling shall not be disposed of until completion of filling or back-filling operations.
 - d. Historic fill material that has been excavated shall be placed on and covered with polyethylene sheeting and shall be removed from the project site by the end of each work day.

M. Backfill, fill and compaction:

1. General:

- a. Fill material imported from an off-site source shall be tested prior to construction use, at the Contractor's expense, to determine the suitability of the fill material and standard Proctor parameters. Test reports shall be submitted to the Engineer.
- b. Place acceptable material in layers to required subgrade elevations.
- c. Fills: Use material obtained from on-site excavation, except use borrow material when specified and/or shown on the Plans.
- d. Do not provide borrow material until all acceptable excavated materials on the site have been utilized in the work.
- e. Place the various types of materials in the areas as designated on the Plans, or as directed by the Engineer.

2. Ground Surface Preparation, Placement and Compaction:

Following the necessary cuts to grade the site, all of the exposed subgrades shall be proof-rolled and densified until at least 95 percent of the Modified Maximum Dry Density, ASTM D-1557, is obtained. The proof-rolling and compaction should be performed using a large vibratory roller with a static weight of at least 10 tons. The proof-rolling and compaction operations should be performed during dry and favorable weather period in the presence of the Engineer. A minimum of eight overlapping passes should be performed. The vibratory function of the roller should not be used within 20 feet of any existing structure and the roller should be used in static mode in these areas. Any structural fill placement which is required below the foundation level shall extend a minimum distance of 10 feet beyond the foundation line and at least one foot above the footing sub-grade elevation. Above this elevation, the distance of the structural fill placement beyond the footing line may be reduced accordingly, if required. The moisture content of the fill material should be controlled to within 2% of the optimum moisture content.

All loose areas detected during the densification operation shall be corrected. Correcting shall consist of either (a) excavation of the soft area in those cases where the materials encountered are unsuitable, or too wet to be compacted; or (b) if the moisture content is adequate, densifying the exposed materials. After the proof rolling and densification process is completed, the Engineer's representative will authorize the placement of fill.

Any imported fill required to grade the site shall consist of well-graded granular soils (sand and gravel) containing less than 12 percent fines (material passing the No. 200 sieve) with a maximum particle size of three (3") inches.

All fills should be placed in nine (9") inch layers in loose thickness and shall be compacted to at least the following densities, expressed as a percent of the Maximum Modified Density, ASTM D-1557:

Below Foundations:	95%
Below Slabs:	95%
Below Pavements:	95%
Backfill of Retaining Walls:	95%
Remaining Areas:	90%

The contractor shall provide soil moisture density tests in order to determine the optimum moisture content required to obtain the above specified densities. Where required, the contractor shall modify the in-place soil moisture content so as to ensure that the above specified densities are obtained.

3. Moisture control:

- a. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
- b. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
- c. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

4. Puddling or jetting will not be permitted.

5. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice, or other unsuitable materials.

N. Grading:

1. General:

Uniformly grade areas as shown in the proposed site plan, including adjacent transition areas. Smooth finish surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

2. Grading surface of materials under proposed structures and all other areas as shown in plans:

Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2 inch when tested with a ten foot (10') straight edge.

3. Compaction:

After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

4. Treatment after grading:

- a. After grading is completed and the Engineer has finished his inspection, permit no further excavating, filling or grading except with the approval of and inspection of the Engineer.
- b. Use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

O. Field quality control:

1. Quality control testing: Allow testing service to inspect and approve fill layers after grading work is completed. The contractor will supply and pay for the testing service.
2. If in the opinion of Engineer based on testing service reports, subgrade or fills which have been placed are below specified density, the contractor shall provide additional compaction and testing as directed by the Engineer, at no expense to the Owner. This shall include compaction and testing at areas initially tested and at other locations as directed.
 - a. Perform in-place field density tests in accordance with ASTM D-1556-07 (Sand Cone Method), or ASTM D-6938-08a (Nuclear Method).
 - b. Footing Subgrade: At footing subgrades, at least one (1) test of each soil type to verify design bearing capacities. Subsequent verification and approval by the Engineer of other footing subgrades may be based on a visual comparison of each subgrade with related tested strata.
 - c. Pavement & Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one (1) field in-place density test for every 2,000 sq ft (186 sq. m) or less of paved area or slab, but in no case fewer than three (3) tests.
 - d. Foundation Wall Backfill: In each compacted backfill layer, at least one (1) field in-place density test for each 100 ft (30 m) or less of wall length, but no fewer than two (2) tests along a wall face.

- e. Trench Backfill: In each compacted initial and final backfill layer, at least one (1) field in-place density test for each 150 ft (45 m) or less of trench, but no fewer than two (2) tests.
- f. Any other locations as directed by the Engineer.

P. Maintenance:

1. Protection of graded areas:

- a. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- b. Repair and re-establish grades in settled, eroded and rutted areas in specified tolerances.

2. Reconditioning compacted areas:

Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

Q. Disposal of excess and waste materials:

1. Removal to designated areas on Owner's property:

Transport acceptable excess excavated material to designated soil storage areas on the Owner's property, should the owner wish to retain the material. Stockpile soil or spread as directed by the Engineer.

2. Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off the Owner's property.

3. Under no circumstances shall the contractor remove excess acceptable/useable fill material from the site.

4. The Contractor is responsible for all coordination with the disposal facility. The Contractor is required to manage, excavate, stockpile, store, handle, manifest, haul, classify and dispose of the material in accordance with all Federal, State, and Local requirements. Testing of materials required by the selected disposal facility prior to disposal shall be accomplished by the Contractor at his/her own expense. Only NJDEP certified laboratories shall be used for testing. All sampling shall be done in accordance with the applicable NJDEP guidance manuals and regulations.

5. All waste haulers used by the Contractor shall be currently licensed and registered. The Contractor will identify to the Owner and Engineer in writing, the name and address of any haulers and disposal facilities, at least 2 weeks prior to disposal of wastes.

END OF SECTION

CLEARING SITE
SECTION 024100

024100.01 DESCRIPTION

Refer to Section 201.01 of the N.J.D.O.T. Standard Specifications and the construction plans.

This work includes removal and disposal of unfit materials, the careful excavation and field locating of existing electrical service line, water service line, and sanitary sewer service line. This work also includes the removal of any obstructions, such as concrete debris, during the excavation for the building foundation and crawlspace.

024100.02 MATERIALS

Refer to Section 201.02 of the N.J.D.O.T. Standard Specifications.

024100.03 CONSTRUCTION

Refer to Section 201.03 of the N.J.D.O.T. Standard Specifications.

END OF SECTION

CAST-IN-PLACE CONCRETE
SECTION 033000

033000.01 DESCRIPTION

1.1 SECTION REQUIREMENTS

- A. Submittals: Submit concrete mix designs 14 days prior to casting for approval. Mix design shall include all proposed admixtures which may be used during the project.
- B. Ready-Mixed Concrete Producer Qualifications: ASTM C 94/C 94M.
- C. Comply with ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."

033000.02 MATERIALS

1.2 MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 , deformed.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- E. Portland Cement: ASTM C 150, Type I or II.
- F. Fly Ash: ASTM C 618, Type C or F.
- G. Aggregates: ASTM C 33, uniformly graded.
- H. Synthetic Fiber: Not permitted.
- I. Air-Entraining Admixture: ASTM C 260.
- J. Chemical Admixtures: ASTM C 494, Do not use calcium chloride or admixtures containing calcium chloride.
- K. Vapor Retarder: Clear 10-mil- thick polyethylene sheet or reinforced polyethylene sheet, ASTM E 1745, Class C.

- L. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- M. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- N. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- O. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- P. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1.3 MIXES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301, as follows:
 1. Minimum Compressive Strength: 3500 psi at 28 days.
 2. Maximum Water-Cementitious Materials Ratio: 0.45 <Insert ratio>.
 - 3.
 4. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of floor slabs to receive troweled finishes to exceed 3 percent.
- C. Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M[and ASTM C 1116].
 1. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

033000.03 CONSTRUCTION

1.4 CONCRETING

- A. Construct formwork according to ACI 301 and maintain tolerances and surface irregularities within ACI 347R limits of Class A, 1/8 inch (3.2 mm) for concrete exposed to view and Class C, 1/2 inch (13 mm) for other concrete surfaces.
- B. Place vapor retarder on prepared subgrade, with joints lapped 6 inches (150 mm) and sealed.
- C. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- D. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.

- E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- F. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- H. Slab Finishes: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:
 - 1. Scratch finish for surfaces to receive mortar setting beds.
 - 2. Float finish for interior steps and ramps and surfaces to receive waterproofing, roofing, or other direct-applied material.
 - 3. Troweled finish for floor surfaces and floors to receive floor coverings, paint, or other thin film-finish coatings.
 - 4. Trowel and fine-broom finish for surfaces to receive thin-set tile.
 - 5. Nonslip-broom finish to exterior concrete platforms, steps, and ramps.
- I. Cure formed surfaces by moist curing for at least seven days.
- J. Begin curing concrete slabs after finishing.
- K. Owner will engage a testing agency to perform field tests and to submit test reports.
- L. Protect concrete from damage. Repair surface defects in formed concrete and slabs.

END OF SECTION

UNIT MASONRY
SECTION 042000

042000.01 DESCRIPTION

1.1 SECTION REQUIREMENTS

- A. See Division 05 Section "Metal Fabrications" for furnishing steel lintels and shelf angles for unit masonry.
- B. Submittals:
 - 1. Samples for concrete masonry units and face brick.
 - 2. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.
- C. Comply with ACI 530.1/ASCE 6/TMS 602.
- D. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing required by authorities having jurisdiction.
- E. Sample Panels: No required.

042000.02 MATERIALS

1.2 MASONRY UNITS

- A. Concrete Masonry Units: ASTM C 90 ; Weight Classification, Lightweight or Medium Weight.
 - 1. Integral Water Repellent: Addiment, Incorporated; Block Plus W-10 Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Dry-Block or Master Builders, Inc.; Rheopel.
 - 2. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
 - 3. Square-edged units for outside corners, unless otherwise indicated.
- B. Concrete Lintels: Precast units matching concrete masonry units and with reinforcing bars indicated or required to support loads indicated.

1.3 MORTAR AND GROUT

- A. Mortar: ASTM C 270 , proportion specification.
 - 1. Masonry Cement: ASTM C-91.
 - 2. Do not use calcium chloride in mortar.
 - 3. For masonry below grade or in contact with earth, use Type M.

4. For reinforced masonry, use Type [S].
5. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where another type is not indicated, use Type N.
6. Colored Mortar: For decorative concrete masonry units, use colored cement or cement-lime mix of color selected.
7. Water-Repellent Additive: For mortar used with concrete masonry units made with integral water repellent, use product recommended by manufacturer of units.

B. Grout: ASTM C 476 with a slump of 8 to 11 inches .

C. Refractory Mortar: Ground fireclay mortar or other refractory mortar that passes ASTM C 199 test and is acceptable to authorities having jurisdiction.

1.4 REINFORCEMENT, TIES, AND ANCHORS

A. Steel Reinforcing Bars: ASTM A 615/A 615M, Grade 60 .

B. Joint Reinforcement: ASTM A 951

1. Coating: Hot-dip galvanized at both interior and exterior walls]
2. Wire Diameter for Side Rods: [W1.7 or 0.148 inch (3.8 mm)] or [W2.8 or 0.188 inch (4.8 mm)].
3. Wire Diameter for Cross Rods: [W1.7 or 0.148 inch (3.8 mm)] or [W2.8 or 0.188 inch (4.8 mm)].
4. For single-wythe masonry, provide either ladder design or truss design.
5. For multiwythe masonry, provide [ladder design with three] or [tab design with single pair of] side rods.

C. Veneer Anchors: [Hot-dip galvanized steel] or [Stainless-steel], two-piece adjustable masonry veneer anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to studs, and acceptable to authorities having jurisdiction.

1.5 EMBEDDED FLASHING MATERIALS

A. Sheet Metal Flashing: [Stainless steel, 0.0156 inch (0.4 mm) thick] [Copper, 10-oz./sq. ft. (3-kg/sq. m) weight or 0.0135 inch (0.3 mm) thick for fully concealed flashing, 16-oz./sq. ft. (5-kg/sq. m) weight or 0.0216 inch (0.5 mm) thick elsewhere].

B. Laminated Flashing: Copper sheet [3 oz./sq. ft. (0.9 kg/sq. m)] [5 oz./sq. ft. (1.5 kg/sq. m)] [7 oz./sq. ft. (2 kg/sq. m)], bonded with asphalt between 2 layers of glass-fiber cloth.

C. Rubberized Asphalt Sheet Flashing: Pliable and highly adhesive rubberized asphalt compound, 26 mils (0.7 mm) thick, bonded to a polyethylene film, 4 mils (0.1 mm) thick, to produce an overall thickness of 30 mils (0.8 mm).

1.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded strips complying with ASTM D 1056, Grade 2A1.
- B. Preformed Control-Joint Gaskets: Designed to fit standard sash block and to maintain lateral stability in masonry wall; made from styrene-butadiene rubber or PVC.
- C. Weep Holes: [Cellular-plastic extrusion, full height and width of head joint] or [Round polyethylene tubing, 3/8-inch (9.5-mm) OD] .
- D. Loose-Granular Perlite Insulation: ASTM C 549, Type II or IV.
- E. Molded-Polystyrene Insulation Units: ASTM C 578, Type I; specially shaped units designed for installing in cores of masonry units.
- F. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV or X.
- G. Polyisocyanurate Board Insulation: ASTM C 1289, Type I, Class 2; aluminum-foil faced.
- H. Proprietary Acidic Masonry Cleaner: Product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units.

042000.03 CONSTRUCTION

1.7 INSTALLATION, GENERAL

- A. Cut masonry units with saw. Install with cut surfaces and, where possible, cut edges concealed.
- B. Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
- C. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- D. Stopping and Resuming Work: Rack back units; do not tooth.
- E. Fill cores in hollow concrete masonry units with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.
- F. Build non-load-bearing interior partitions full height and install compressible filler in joint between top of partition and underside of structure above.
- G. Tool exposed joints slightly concave when thumbprint hard, unless otherwise indicated.
- H. Keep cavities clean of mortar droppings and other materials during construction.
- I. Set firebox brick in full bed of refractory mortar with full head joints. Make joints approximately 1/8 inch (3 mm) wide and tool smooth.

- J. Set clay flue liners in full beds of refractory mortar to comply with ASTM C 1283.

1.8 LINTELS

- A. Install lintels where indicated.
- B. Minimum bearing of 8 inches (200 mm) at each jamb, unless otherwise indicated.

1.9 FLASHING AND WEEP HOLES

- A. Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated.
- B. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing before covering with mortar.
 - 1. Extend flashing 4 inches (100 mm) into masonry at each end and turn up 2 inches (50 mm) to form a pan.
- C. Trim wicking material used in weep holes flush with outside face of wall after mortar has set.

1.10 PARGING

- A. Parge masonry walls, where indicated, in two uniform coats with a steel-trowel finish. Form a wash at top of parging and a cove at bottom. Damp cure parging for at least 24 hours.

1.11 CLEANING

- A. Clean masonry as work progresses. Remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly cured, clean exposed masonry.
 - 1. Wet wall surfaces with water before applying acidic cleaner, then remove cleaner promptly by rinsing thoroughly with clear water.
 - 2. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION

TRENCH EXCAVATION, BACKFILL AND COMPACTION
SECTION 312301

312301.01 DESCRIPTION

Trench Excavation, Backfill and Compaction shall include trench excavation, backfilling for all utilities, and all appurtenances at the required locations, as shown on the plans and specifications for all materials of whatsoever nature encountered.

For all various items for which backfill is necessary, the following applies:

The contractor is to use "Select Fill" as backfill, beginning at the spring line of the pipe to the existing grade.

Stone foundation for pipe bedding and select fill shall be used to backfill all trenches in accordance with the Typical Trench Detail as shown on the plans.

312301.02 MATERIALS

The Contractor shall, at his expense, make such test pits and borings along the line and site of the work to satisfy himself regarding the character of the various strata of sub-surface materials and the amount of ground water that may be encountered in the course of construction and shall bid accordingly and the unit lump sum prices bid for the various pipes or structures requiring excavation shall include the difficulties to be encountered in excavation. Excavation shall include all materials excavated, encountered, including but not limited to rock, earth, shale, quicksand, gravel, sand, cinders, broken stone, concrete, paving, filled material, etc., and all miscellaneous excavation not herein specified and classified.

Material from on-site excavation shall not be used as trench backfill.

Stone for trench stabilization and pipe bedding:

Material for bedding under pipes and structures shall be broken stone conforming to Section 901.03-1 of the N.J.D.O.T. Standard Specifications and shall meet the gradation for No. 57 as specified in Table 901.03-1.

Material for trench stabilization shall be broken stone conforming to Section 901.03-1 of the N.J.D.O.T. Standard Specifications and meeting the gradation for No. 5 as specified in Table 901.03-1.

"Select Fill" for pipes shall be designated as I-13 and shall meet all the requirements of Section 901.11 of the N.J.D.O.T. Standard Specifications and meeting the gradation specified in Table 901.11-1.

312301.02.01 QUALITY ASSURANCE

In the course of backfilling trenches for utility installations, the Engineer may require "Field Density Determinations" or compaction tests. When compaction tests are called for, the Engineer will determine the location of the tests and the Owner shall engage a qualified testing firm to perform the test. Field density determinations shall be performed in accordance with AASHTO T191, T205, and T214, modified to include material sizes used in the laboratory determination of density with nuclear field density testing device or by other approved methods. The Engineer will observe tests and a copy of the test results and inspection report will be submitted by the testing firm directly to the Engineer. When the test results indicate that the density is less than the percent specified, the Contractor shall excavate and re-compact the areas that have failed at no expense to the Owner. Payment for failed compaction test shall be made by the Contractor by deducting the cost from the forthcoming retainage.

Minimum Compaction Limits

Location	Density
Areas under roadway pavement	95% of the maximum dry density by ASTM D 698

surfaces, shoulders, sidewalks, and curb and gutter	(Standard Proctor), AASHTO T-99.
Under turf, sodded, planted, or seeded non-traffic areas	90% of the maximum dry density by ASTM D 698 (Standard Proctor), AASHTO T-99.

312301.03 CONSTRUCTION

General Excavation - Excavation of all materials of whatsoever nature encountered shall be made to the lines and grades shown on the drawings, or as may be necessary to fully carry out the intent of the drawings, and of these specifications, where no grades are indicated or described. Surfaces of excavations in earth, exposed in the finished work, both level and sloped, shall be excavated in planes four inches lower than the finished surfaces, measured perpendicularly to the plans, and shall be brought up to the finished surfaces with 4" top soil as specified elsewhere. Finished surfaces shall be true to line and grade and shall be dressed to even planes. Unless otherwise shown or stated on the drawings, all exposed slopes excavated in earth shall be in accordance with OSHA regulations.

Slopes shall be kept true to line and grade during the progress of the work, and should any slope be scoured by storm water, or disturbed or should any excavation be scoured or disturbed before final payment is made, the Contractor shall promptly restore the slope or excavation so scoured, gullied or otherwise disturbed to line and grade before final payment is made. No additional compensation will be paid the Contractor by reason of the encountering of any unusual or unexpected subsoil conditions.

Where required, the Contractor shall provide sheathing and shoring to maintain the stability of side slopes or limit the width of excavation so not to disturb adjacent structures paving or utilities at no additional cost to the Owner.

Excavating Trenches, etc.

1. To insure uniformity of support and proper alignment of the pipe, the trench shall be excavated to a minimum depth of six (6) inches below the pipe. The Bedding shall be shaped so the bottom quadrant of the pipe rests on the bed. Bell holes and depressions as required of the joint shall be dug after the bedding has been graded and shaped, and shall be only of such length, depth and width as required for properly making the particular type of joint.

Contractor shall place bedding material over a flat trench foundation. The middle bedding equal to 1/3 of the outside diameter of the pipe shall be loosely placed uncompacted, the remaining trench bedding shall be compacted to 90% standard proctor density.

2. In excavating for all pipes, inlets and manholes, the trenches between the lines of sheathing, if sheathing is used, must be of sufficient width to permit the work to be constructed in the manner and of the size specified. All excavating shall be confined within the narrowest possible limit and made as nearly as possible in a vertical line, and any sheathing, shoring, bracing or timbering which is necessary to obtain this result shall be done as hereinafter specified. Sloped banks will not be permitted except where permitted by the Engineer.

The maximum width of trench at top of pipe measured to undisturbed earth shall be:

<u>I.D. of Pipe</u>	<u>Width</u>
8"	2'-3"
12"	2'-7"
15"	2'-9"
18"	3'-0"
21"	3'-3"
24"	3'-6"
30"	4'-0"
36"	4'-6"
42"	5'-6"
48"	6'-0"

Should sloped banks be permitted, contractor shall, at no extra charge to Owner, provide temporary surface over width of disturbed area of street to provide for the unrestricted use of traffic immediately upon completion of backfill. Such temporary surfacing shall be stone, gravel or as required to permit traffic immediately.

All trenches shall be excavated on the lines designated by the Engineer and to the grades and depths necessary for the laying of pipes at the grades given by him. The lines and grades given by the Engineer shall, in general, consist of a benchmark for elevation control and a baseline and from this point on, contractor shall lay out his own work and build. Where, in the opinion of the Engineer, the original depth is sufficiently compact and solid for the foundation of the work, the bottom of the trench shall be excavated to conform to the external form of the pipe and under each bell or joint, unless the pipe is laid on a plank foundation, the trench shall be so hollowed out as to allow the body of the pipe to have a bearing throughout on the trench bottom and to provide ample room for the making of joint. In case a trench be excavated at any place below given grade excepting at pipe joints, it shall be refilled to the proper grades in the manner hereinafter specified. Unless otherwise specified, all excavation shall be performed by the open cut method.

Unauthorized Excavation - Special care shall be taken to prevent the movement of disturbances of earth under the foundation of the pipelines, manholes and other structures by providing adequate sheathing and bracing. Where the excavation is carried beyond or below the lines and grades given by the Engineer, or wherever the Engineer shall determine that any material has been loosened or disturbed sufficiently to reduce its supporting power, remove all such loosened material and refill all such excavated space to grade with sand or loam thoroughly rammed, in such manner as may be directed by the Engineer in order to ensure the adequate support and stability of the pipeline and other structures.

All excavation and any other operation shall be confined to the width of the right-of-ways available.

Additional Excavation - If material satisfactory for foundations is not found at the elevation of grade, or in case it is found undesirable or necessary to excavate to additional depth, the excavation shall be carried to such additional depth as the Engineer may direct, and refill with broken stone conforming to Section 901.03.01 of the N.J.D.O.T. Standard Specifications meeting the gradation for No. 5 as specified in Table 901.03-1, by the Contractor at no extra cost to the Owner.

Tunnelling - No tunnelling will be allowed except by permit from the Engineer. When tunnelling, excavate the materials to cross sections as may be designated by the Engineer.

Amount of Trench to be Opened - The Engineer shall have the right to limit the amount of trench which shall be opened in advance of the completed pipeline and also the amount of trench left unfilled. Unless otherwise specified, not more than three hundred feet of trench shall be opened or partly opened at any

one time in one operation. Adequate provisions shall be made for the use of cross walks and driveways. Provide and maintain all necessary barricades and lights.

Materials Excavated - The materials excavated shall be laid compactly on the side of the trench or excavation and kept trimmed as to be of as little inconvenience as possible to traveling public and to adjoining tenants. Where the streets are paved, the paving materials shall be kept separate from the other materials excavated. All streets shall be kept open for travel unless otherwise directed by the Engineer.

Removal of Excavated Materials - The Contractor shall not, without permission from the Engineer, remove from the line of the work any excavated materials. All excess excavation shall remain the property of the Owner and shall be disposed of at the location so designated by the Owner within the limits of the site at the Contractor's expense. However, if the Owner has no real need for this excess excavation, or if the material is unsuitable, it shall be the Contractor's responsibility to dispose of said material at no expense to the Owner. The disposal site shall be one approved by the NJDEP.

Shoring and Sheathing - All faces of excavation shall be properly sheathed, timbered and braced where necessary to furnish suitable dry and safe working conditions acceptable to the Engineer, to preserve the load carrying capacity of the soil, to keep the excavation within the narrowest possible limit to protect any structure or paving adjacent to or close to the trenches, or work of excavation from damages. Bracing shall be so arranged so as not to place any stress on portions of the completed work until the general construction thereof has proceeded far enough to provide the necessary strength as determined by the Engineer.

Any damage to the pipelines or structures occurring through settlement, water or earth pressure, slides, caves or other causes shall be repaired by the Contractor at no cost to the Owner.

The Contractor shall include in the unit prices bid for the various items the cost involved in the shoring, sheathing, bracing and timbering and the maintenance, etc. of the trenches and other excavation during construction. The Contractor shall be held responsible for the protection of all subsurface and above-ground utilities, adjacent structures, buildings, curbs, sidewalks and street pavement from any settlement, destruction, or damage and for the maintenance of same during construction and for any repair, replacement or restoration of same without cost to the Owner, resulting from the installation of the water mains or other structures under this contract from the time of completion for a period of one year thereafter to the satisfaction of the Owner.

The Contractor shall be held responsible for the protection of the foregoing described adjacent structures and he alone shall decide upon the advisability of removing any of the sheathing, shoring, bracing or timbering. The Contractor shall, however, notify the Engineer of the removal of any of the sheathing, shoring, bracing or timbering, but such notification is not to be construed as relieving the Contractor of his obligation and responsibility to adequately safeguard said adjacent structure, nor shall it relieve the Contractor of the liability for claims for damage incidental thereto.

All sheathing and shoring left permanently in the excavation shall be cut out at a point 18" below the ground. There shall be no payment for sheathing or shoring left in place, but the cost of same shall be included in the unit price bid for the various sewer lines.

Removal of Water - Maintain and provide at all times during construction ample means and device which shall promptly remove and properly dispose of all water or sewage entering the excavation and structures, until all work to be built therein is completed.

Dispose of the water from the trenches and excavation in a suitable manner, without damage to adjacent property and in no case unless by special permission of the Engineer, shall water be allowed to run through the new pipes. Furnish all necessary machinery, power and labor to pump, bail or otherwise remove any water which may be found or shall accumulate in the trenches or other excavation and shall perform all work necessary to keep them clear of water while the work is under construction.

If the ground water and subsoil conditions along the line of the work are such that the Contractor cannot successfully handle the ditch water and provide a stable, hard trench bottom by ordinary trench pumping and bailing, the Contractor shall furnish and provide the necessary equipment, power and labor to employ the well point method of trench dewatering without additional compensation. All pipe, joint and concrete must be installed under absolutely dry conditions.

Backfilling and Compaction

1. Backfilling

- a.) The backfilling of the trench will be filled by using properly compacted "select fill."
- b.) Backfill shall be placed symmetrically on each side of the pipe in lifts not exceeding 6 inches thick and then compacted.

2. Compaction

- a.) Contractor shall place broken stone in uniform lifts on each side of the pipe. Select Fill shall be placed in 6" lifts and compacted to 95% maximum dry density to the top of the pipe. The backfill shall be shoveled under the pipe, taking care to fill all voids to provide uniform support. Compaction shall be conducted in such a way that the pipe alignment is not disturbed. Uniformly compact around the pipe to maintain grade and alignment.
- b.) The Contractor shall place a 12" lift of "select fill" over the top of the pipe, prior to compacting the backfill material to avoid impact damage to the pipe. The material shall be compacted to 95%.
- c.) The Contractor shall complete backfilling the trench using select fill material placed in 12" lifts and compacted to 95% to match existing grade or the bottom of the proposed subgrade or subbase, as appropriate.
- d.) All embedment materials shall be worked to insure uniform compaction. Handheld mechanical tampers, jumping jacks and walk behind vibrating rollers are preferred between the pipe and trench wall. Compaction using a hydrohammer is not permitted.
- e.) Direct contact between the compaction equipment and the pipe shall always be avoided.
- f.) The Contractor shall reopen trenches that have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified at no additional cost to the Owner.

Borrow Fill Material - Should there be insufficient material (only if and where directed by the Engineer) to provide suitable material for embankment, the Contractor, if and where directed by the Engineer, shall obtain such material elsewhere, transport it to the work site and deposit it therein as described in these specifications and shown on the drawings. Borrow materials shall be subject to approval of the Engineer. Borrow shall be free of organic inclusions and shall be gravelly sand or sandy gravel, fairly well graded, and shall be Zone 3 Embankment conforming to Subsection 302.03 of the N.J.D.O.T. Standard Specifications, except as modified by the supplemental requirements below:

1. Containing no rocks or lumps over six inches in greatest dimension.
2. Composed of soil aggregate, or soil aggregate and rock. The portion passing the four (4) inch sieve shall contain not more than fifteen percent (15%) by weight of material passing the number 200 sieve. When composed of soil aggregate and rock, the proportion of soil aggregate shall not be less than that required to fill all the rock voids.

During the backfill procedure, the soil compaction shall conform to not less than the following percentage of the maximum dry density:

1. Structures & Building Areas - 95%
2. Lawns & Unpaved Areas - 90%
3. Pavement, Driveways & Walkway Areas - 95%
4. Utility Trenches – 95%

Temporary Trench Finish - In completing work of backfilling the trench, the material shall be carefully placed to conform to the adjacent street surfaces, allowing, however, a slight crown over the trench area to allow for settlement but not sufficient to prevent the use of the street across the trench area by traffic. As settlement occurs, refill and regrade the temporary trench finish with suitable hard material and continue to maintain the surface until such time as the permanent repaving shall be allowed by the Engineer.

Allowance repaving by Engineer shall not relieve Contractor of his responsibility for settlement. The maintenance of trenches shall be continuous by Contractor in such a manner as to keep all streets passable for both pedestrians and vehicular traffic. Cleanup shall be continuous as work progresses. Contractor shall control any dirt or dust by calcium chloride, etc. as necessary and required at Contractor's expense.

Foundations - Use every precaution in the excavation for the pipelines, manholes and other structures to protect the natural foundations upon which the work is to be built. Special care must be taken so as not to disturb the finished grade any more than is absolutely necessary. If and where required and directed by the Engineer, support the pipelines by concrete cradle in accordance with the general design and dimensions to be furnished by the Engineer or upon plank foundation.

Interference with Existing Structure or Utilities - In excavating or backfilling, care must be taken not to injure any gas, water, sewer, electric or telephone conduits or other pipes, conduits or structures. The locations will be made by the Engineer and in locating, he shall avoid interference with existing utilities as far as possible. Contractor shall, at his expense, sling, shore-up and secure and maintain a continuous flow in utilities and shall repair any damage done to them and shall keep them in repair until final acceptance of completed work, leaving them in as good a condition as when uncovered. Where it is either necessary or advisable to locate existing substructures in advance of or during actual construction of the work, the Contractor shall cooperate with the Engineer and furnish without cost to the Owner such labor and equipment as may be required to locate any existing subsurface utilities or structures. No payment will be made for delays to Contractors due to interference with utilities. The Contractor shall, in advance of

construction, obtain all available information as to location of existing underground utilities, service, etc. and will be held responsible for damage done by him to underground structures injured in construction.

Protection of Street Surfaces - The Contractor shall carefully plank, or otherwise protect all street surfaces, gutters, curbs, and sidewalks before moving any heavy equipment, machinery, tractor or truck over the same. He will be held fully responsible for all damage of every kind which may be incurred by the various surfaces and the Contractor shall repair or rebuild the surfaces as specified for the various surfaces elsewhere herein the specifications except that no payment will be made by the Owner to the Contractor for repair or rebuilding of the surfaces outside the trench areas. The surfaces repaired shall be equal to or superior to the surfaces damaged.

Restoration of Rights-of-Ways, etc. - Where pipelines are constructed along the rights-of-ways, etc., the same shall be restored to their original condition. Sod, topsoil, flowers and shrubbery, if any, shall be carefully removed and replaced or, if damaged, shall be carefully removed and replaced. Trees shall be protected and suffer no damage. Utility poles shall be adequately braced in accordance with the utilities regulations.

Detours, etc. - Contractor shall, where necessary, provide and erect all detour signs and maintain necessary barricades and lights. He shall confer with the local police chief and fire chief before blocking any street.

Contractor shall construct temporary bridges in order to provide access to driveways, etc. when required.

State Highways - Contractor shall fully comply with all regulations of the New Jersey Department of Transportation covering street openings when any work within right-of-way lines of any State Highway right-of-ways or property. Permit shall be secured by the Owner.

County Roads - Contractor shall investigate and conform with all regulations of County Department having jurisdiction over street opening when performing any work in County roads. Permits for road opening shall be secured by Contractor and any inspection services required by County shall be paid for by Contractor.

Railroad Crossings - Contractor shall fully comply with all regulations of the Railroad Company when performing any work within Railroad right-of-ways. Permits shall be secured by Owner.

Access to Business and Residential Building Access Points - Contractor shall construct temporary bridges in order to provide access to all businesses, and residential building access doorways and driveways, etc. when and where required or as directed by the Engineer.

Excavated Material – Unacceptable for reuse of trench backfill shall be removed and spoiled to a site in accordance with the requirements of N.J.A.C. 7:26-1 for solid or hazardous waste.

END OF SECTION

SOIL EROSION AND SEDIMENT CONTROL
SECTION 312500

312500.01 DESCRIPTION

Refer to Section 158.01 of the N.J.D.O.T. Standard Specifications.

312500.02 MATERIALS

Refer to Section 158.02 of the N.J.D.O.T. Standard Specifications.

312500.03 CONSTRUCTION

Refer to Section 158.03 of the N.J.D.O.T. Standard Specifications.

END OF SECTION

SIDEWALKS AND DRIVEWAYS
SECTION 321615

321615.01 DESCRIPTION

This work shall include the installation of sidewalks where indicated on the plans or as directed by the Engineer.

Refer to Section 606.01 "Sidewalks, Driveways and Islands" of the N.J.D.O.T. Standard Specifications and the construction drawings.

321615.02 MATERIALS

Refer to Section 606.02 of the N.J.D.O.T. Standard Specifications.

321615.03 CONSTRUCTION

Refer to Section 606.03 of the N.J.D.O.T. Standard Specifications and the construction drawings.

END OF SECTION

SANITARY SEWER SERVICE CONNECTIONS
SECTION 333115

333115.01 DESCRIPTION

Sanitary Sewer Service Connections shall include the excavation and compaction for and the construction of sewer laterals for the conveying of sanitary sewage in accordance with the plans and specifications.

Refer to Section 312301 "Trench Excavation, Backfill and Compaction" of these specifications.

333115.02 MATERIALS

Polyvinyl Chloride Pipe shall conform to ASTM D-3034, Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings, SDR 35 or SDR 26; Size 4".

Joint Material: Elastomeric ring rubber gasket, ASTM D-3212.

Joint Material Primer/Adhesive: As provided or specified by pipe manufacturer.

Cleanout shall be 4" PVC adaptor with screw plug. Recessed nut type to be used in sidewalk areas.

Access frame and cover shall be Campbell Foundry Pattern Number 4173, NEENAH Foundry Co. or approved equal for use in driveway areas.

333115.03 CONSTRUCTION

Excavation and backfill shall be as specified heretofore in the Specifications. Refer to Section 312301 "Trench Excavation, Backfill and Compaction" in these specifications.

Pipe laying, joints, infiltration limits shall be as required for sanitary sewers.

The Contractor shall connect to the existing sanitary sewer service line and construct a new cleanout and new sanitary sewer service for the bathroom building. The new sanitary sewer service shall be a 4" PVC pipe constructed on the south side of the building. The new service shall be minimum slope of 1/4" per foot. The new sanitary sewer clean out shall be connected with a WYE branch to the existing sanitary sewer service. The End of new PVC sewer connection, inside the building footprint, shall be closed with PVC cap that is removeable for later plumbing installations.

Install sewer lateral in the location shown on the plan or determined by field investigation.

END OF SECTION

SODDING
SECTION 340100

340100.01 DESCRIPTION

This work includes the removal of existing lawn areas impacted by the proposed improvements and the furnishing and installation of sod and topsoil in those areas.

Refer to Section 808.01 of the N.J.D.O.T. Standard Specifications.

340100.02 MATERIALS

Materials shall conform with the requirements of Section 808.02 of the N.J.D.O.T. Standard Specifications.

340100.03 CONSTRUCTION

The method of construction shall conform with the requirements of Section 808.03.01 of the N.J.D.O.T. Standard Specifications.

The Contractor shall be responsible for watering the sod until a firm root mass is established.

END OF SECTION



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									
	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage		
As Shown										
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

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

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

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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

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

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

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

County - ATLANTIC

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

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

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

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

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

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Craft: Carpenter-Residential Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	12% of	Appren	tice	wage rate	for all	intervals	+ \$5.48			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter-Residential Construction

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

RESIDENTIAL CONSTRUCTION:

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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

	05/29/24
Foreman	W48.90 B30.71 T79.61
General Foreman	W53.34 B30.71 T84.05
Journeyman	W44.45 B30.71 T75.16

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	65%	70%	75%	80%	80%		
6 Months										
Benefits	9.40	9.40	11.90	11.90	13.00	13.00	15.90	15.90		

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: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/01/24
Foreman	W57.00 B43.62 T100.62
Journeyman	W47.50 B43.62 T91.12

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	65%	80%						
1500 hours										
Benefits	25.26	27.39	30.39	33.53						

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:

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

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

	05/29/24
Foreman	W47.75 B31.11 T78.86
General Foreman	W49.92 B31.11 T81.03
Journeyman	W43.41 B31.11 T74.52

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	11.90	Intervals	3 to 4 =	15.03	Intervals	5 to 6 =	18.84	

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

INTERVAL	PERIOD AND RATES									
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

	09/18/24
Master Technician/Gen. Foreman (31+ Workers on Job)	W52.80 B39.65 T92.45
Senior Technician/Lead Foreman (21-30 Workers on Job)	W48.25 B38.15 T86.40
Technician A/Foreman (11-20 Workers on Job)	W46.14 B37.46 T83.60
Technician B/Working Foreman (4-10 Workers on Job)	W44.89 B36.05 T80.94
Technician C/Journeyman (1-3 Workers on Job)	W41.00 B33.77 T74.77

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	9.85	9.85	10.82	10.82	12.77	12.77	15.12	15.12		

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

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

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

INTERVAL	PERIOD AND RATES									
	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

	05/09/24
Foreman	W52.00 B37.50 T89.50
Journeyman	W48.00 B37.50 T85.50

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	22.56	24.00	26.88	30.24					
Benefits	19.79	22.54	23.99	26.61						

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 = \$46.36/hr.

Double time = \$55.22/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

	07/03/24	07/01/25
Foreman	W56.65 B38.85 T95.50	W0.00 B0.00 T98.25
Journeyman	W55.15 B38.85 T94.00	W0.00 B0.00 T96.75

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	45%	55%	65%	75%	80%					
Benefit	35.60	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

	07/03/24	07/01/25
Foreman	W56.65 B38.85 T95.50	W0.00 B0.00 T98.25
Journeyman	W55.15 B38.85 T94.00	W0.00 B0.00 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	W0.00	W0.00
	B33.56	B0.00	B0.00
	T86.59	T88.59	T90.59
General Foreman	W55.53	W0.00	W0.00
	B33.56	B0.00	B0.00
	T89.09	T91.09	T93.09
Journeyman	W48.03	W0.00	W0.00
	B33.56	B0.00	B0.00
	T81.59	T83.59	T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	70%	90%							
Benefits	14.10	21.26	27.88							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - 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

	07/12/24
Foreman-Fence and Guardrail	W55.91 B37.94 T93.85
Foreman-Rod/Mesh	W61.23 B38.72 T99.95
Foreman-Structural	W62.38 B38.72 T101.10
Journeyman-Fence and Guardrail	W51.77 B37.94 T89.71
Journeyman-Rod/Mesh	W53.24 B38.72 T91.96
Journeyman-Structural	W54.24 B38.72 T92.96

Craft: Ironworker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
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 = \$44.58.

When wages are double, benefits = \$50.44.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$43.41.

When wages are double, benefits = \$48.88.

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

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

County - ATLANTIC

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/21/24
Foreman	W45.88 B26.21 T72.09
Journeyman (Handler)	W40.78 B26.21 T66.99

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	24.47	28.55	32.62	36.70						
Benefit	22.31	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

	08/28/24
Class A Journeyman	W39.25 B33.17 T72.42
Class B Journeyman	W38.25 B33.17 T71.42
Class C Journeyman	W32.51 B33.17 T65.68
Foreman	W44.16 B33.17 T77.33
General Foreman	W49.06 B33.17 T82.23

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
Benefit	29.92	29.92	29.92	29.92						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building

COMMENTS/NOTES

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

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

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

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

SHIFT DIFFERENTIALS:

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

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

County - 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

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

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

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

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

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

County - 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

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

Craft: Millwright

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

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

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

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

OVERTIME:

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

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

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

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

County - ATLANTIC

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer

COMMENTS/NOTES

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

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

County - 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

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

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - ATLANTIC

Craft: Paperhanger

PREVAILING WAGE RATE

	05/29/24
Foreman	W53.79 B30.71 T84.50
Journeyman	W48.90 B30.71 T79.61

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMME	CIAL	PAINTER						
		R								

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

- Four 10-hour days may be worked, at straight time, Monday through Friday.

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

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

County - ATLANTIC

Craft: Pipefitter

PREVAILING WAGE RATE

See "Plumber" Rates

Craft: Pipefitter

COMMENTS/NOTES

*** See PLUMBER Rates***

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

County - ATLANTIC

Craft: Plasterer

PREVAILING WAGE RATE

See "Cement Mason" Rates

Craft: Plasterer

COMMENTS/NOTES

See CEMENT MASON Rates

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

County - ATLANTIC

Craft: Plumber PREVAILING WAGE RATE

	05/01/24
Foreman	W58.16 B50.51 T108.67
Journeyman	W53.10 B50.51 T103.61

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
6 Months										
Benefits	32.24	33.55	36.16	37.46	38.76	40.06	41.37	42.67	43.99	45.29

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

	05/29/24
Foreman (5 workers or less)	W46.13 B34.77 T80.90
Foreman (6 workers or more)	W46.63 B34.77 T81.40
Journeyman	W44.13 B34.77 T78.90

Craft: Roofer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	52%	55%	60%	75%						
Yearly										
Benefits	23.39	28.04	34.77	34.77						

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

	05/29/24
Foreman (3 workers or less)	W34.85 B22.20 T57.05
Foreman (4 workers or more)	W35.35 B22.20 T57.55
Helper	W17.18 B22.20 T39.38
Journeyman (shingle work)	W34.35 B22.20 T56.55

Craft: Roofer - Shingle, Slate & Tile

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	70%	80%							
Benefits	22.20	22.20	22.20							

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

	07/31/24
Foreman	W34.32 B25.82 T60.14
Journeyman	W32.32 B25.82 T58.14

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	55%	60%	65%	70%	75%	80%	90%		
1000 Hours										
Benefits	22.99	23.07	23.14	23.23	24.32	24.40	24.47	24.63		

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

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/01/24
Foreman	W62.92 B47.79 T110.71
Journeyman	W59.08 B47.79 T106.87

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	14.79	16.52	18.26	19.97	21.70	30.58	32.87	35.13	37.41	39.96

Ratio of Apprentices to Journeymen- 1:3, except for the following types of work where the ratio shall be 1:1 (architectural metal work, testing and balancing, lockers, shelving and toilet partitions).*

* For work performed in a fabrication shop, the ratio will be applied on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company).

Craft: Sheet Metal Worker

COMMENTS/NOTES

JOB SITE FOREMAN REQUIREMENTS:

- When there are 2 to 9 Sheet Metal Workers on a jobsite, 1 must be designated a Foreman.
- When there are 10 to 16 Sheet Metal Workers on a job site, 2 must be designated Foremen.
- When there are 17 to 23 Sheet Metal Workers on a job site, 3 must be designated Foremen.
- For every 7 additional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

SHOP FOREMAN REQUIREMENTS (For custom fabrication):

- When there are 1 to 10 Sheet Metal Workers in the shop, 1 must be designated a Foreman.
- For every 10 additional Sheet Metal Workers in the shop, 1 must be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- There must be a day shift worked in order to have a 2nd and/or 3rd Shift.
- Shop work does not satisfy shift requirements.
- 2nd Shift (4:30 PM-12:30 AM) shall be paid an additional 15% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7.5 hours of work.
- 3rd Shift (12:30 AM-8:00 AM) shall be paid an additional 25% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7 hours of work.

OVERTIME:

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 = \$55.09.

Double-time = \$62.39.

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

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

County - ATLANTIC

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

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

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:1

Craft: Sprinkler Fitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd and/or 3rd shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Friday.

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

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

County - ATLANTIC

Craft: Tile Worker

PREVAILING WAGE RATE

	06/03/24
Finisher	W43.64 B30.86 T74.50
Setter	W52.32 B36.25 T88.57

Craft: Tile Worker

APPRENTICE RATE SCHEDULE

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

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
58.88	39.15	98.03	100.53

CLASSIFICATIONS:

A-Frame

Dackhoe (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

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
58.88	39.15	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:

	07/01/2024		07/01/2025
	Rate	Fringe	Total
	56.97	39.15	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:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Rate	Total
56.97	39.15	96.12	56.97	98.62

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
56.97	39.15	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:

07/01/2024			07/01/2025	
Rate	Fringe	Total	Total	
56.97	39.15	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:

07/01/2024			07/01/2025	
Rate	Fringe	Total	Total	
51.63	39.15	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:

07/01/2024			07/01/2025	
Rate	Fringe	Total	Total	
49.05	39.15	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:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
59.21	39.15	98.36	100.86	

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

	07/01/2024		07/01/2025	
Rate	Fringe	Total		Total
60.47	39.15	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

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
60.47	39.15	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:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
55.34	39.15	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:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
55.34	39.15	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:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
62.29	39.15	101.44	103.94	

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
66.97	39.15	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:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
65.97	39.15	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.

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
62.47	39.15	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:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.97	39.15	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:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
61.47	39.15	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:

	07/01/2024		07/01/2025	
Rate	Fringe	Total	Total	
64.10	39.15	103.25	105.75	

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
60.04	39.15	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

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
57.38	39.15	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:

07/01/2024			07/01/2025	
Rate	Fringe	Total	Total	
55.85	39.15	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:

07/01/2024			07/01/2025	
Rate	Fringe	Total	Total	
52.09	39.15	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:

07/01/2024			07/01/2025	
Rate	Fringe	Total	Total	
59.66	39.15	98.81	101.31	

CLASSIFICATIONS:

- Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2024			07/01/2025	
Rate	Fringe	Total	Total	
49.05	39.15	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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.80	39.15	99.95	102.45

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
68.99	39.15	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:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
67.33	39.15	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:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.49	39.15	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:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
62.83	39.15	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
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
64.49	39.15	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:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
60.47	39.15	99.62	102.12

CLASSIFICATIONS:

Driller

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
53.63	39.15	92.78	95.28

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS Rates Expiration Date :

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
65.06	37.33	102.39	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
64.69	37.33	102.02	105.88	109.57

CLASSIFICATIONS:

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

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
64.06	37.33	101.39	105.26	108.94

CLASSIFICATIONS:

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
67.19	37.33	104.52	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
63.38	37.33	100.71	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
62.94	37.33	100.27	104.13	107.82

CLASSIFICATIONS:

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

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
62.75	37.33	100.08	103.94	107.63

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Cauker'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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
62.25	37.33	99.58	103.44	107.13

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
59.22	39.15	98.37	100.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
52.38	39.15	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

TERRITORY
ENTIRE STATE

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

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

TERRITORY
ENTIRE STATE

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

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

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

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

CLASSIFICATIONS:

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

Effective Dates:

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

CLASSIFICATIONS:

Milling Controller

Effective Dates:

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

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

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

CLASSIFICATIONS:

Raker, Luteman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH Rates Expiration Date :

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

SHIFT DIFFERENTIAL:

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

OVERTIME:

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

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

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

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

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

Effective Dates:

12/01/2023

Rate	Fringe	Total
36.28	33.49	69.77

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

12/01/2023

Rate	Fringe	Total
46.25	33.49	79.74

CLASSIFICATIONS:

Driller

Effective Dates:

12/01/2023

Rate	Fringe	Total
52.66	33.49	86.15

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026	
Rate	Fringe	Total	Total	Total	
49.30	37.33	86.63	90.08	93.33	

CLASSIFICATIONS:

"D" Rate:

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026	
Rate	Fringe	Total	Total	Total	
50.00	37.33	87.33	90.78	94.03	

CLASSIFICATIONS:

"C" Rate:

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

HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

CLASSIFICATIONS:

"B" Rate:

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

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.80	37.33	91.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
54.55	37.33	91.88	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.75	37.33	88.08	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

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

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coatiers 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

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
50.00	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:

sandblaster

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:

06/13/2024		
Rate	Fringe	Total
57.34	35.90	93.24

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:

06/13/2024

Rate	Fringe	Total
57.34	35.90	93.24

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/13/2024

Rate	Fringe	Total
33.84	25.02	58.86

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION Rates Expiration Date :

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

11/01/2023

Rate	Fringe	Total
64.70	31.84	96.54

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/01/2023

Rate	Fringe	Total
64.70	31.84	96.54

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/01/2023

Rate	Fringe	Total
41.00	23.56	64.56

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

Electrician-Utility Work (North)

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

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

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

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

SHIFT DIFFERENTIALS:

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

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

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

OVERTIME:

Hours in excess of 8 per day, or before or after the regular 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

TERRITORY
ENTIRE STATE

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

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

TERRITORY
ENTIRE STATE

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

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

TERRITORY
ENTIRE STATE

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

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

TERRITORY
ENTIRE STATE

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

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

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
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

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
54.20	47.78	101.98

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/03/2023

Rate	Fringe	Total
43.36	41.09	84.45

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/03/2023

Rate	Fringe	Total
37.94	37.71	75.65

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/03/2023

Rate	Fringe	Total
35.23	36.05	71.28

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
32.52	34.37	66.89

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
29.81	32.69	62.50

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/03/2023

Rate	Fringe	Total
23.85	29.03	52.88

CLASSIFICATIONS:

Flagman

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

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
78.08	37.33	115.41	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
77.63	37.33	114.96	119.23	123.36

CLASSIFICATIONS:

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

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:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.88	37.33	114.21	118.48	122.61

CLASSIFICATIONS:

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
80.63	37.33	117.96	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.05	37.33	113.38	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.53	37.33	112.86	117.13	121.26

CLASSIFICATIONS:

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

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.30	37.33	112.63	116.91	121.03

CLASSIFICATIONS:

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

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Deraill 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:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
74.70	37.33	112.03	116.31	120.43

CLASSIFICATIONS:

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