

City of Trenton
City Hall, 319 East State Street, Trenton, New Jersey 08608

SOLICITATION TO BID
FOR
SOUTH WARD SENIOR CENTER RENOVATIONS

870 SOUTH BRAOD STREET

TRENTON, NJ 08611

FOR THE
CITY OF TRENTON
DEPARTMENT OF HEALTH AND HUMAN SERVICES

TO BE RECEIVED ON



APRIL 23, 2025, AT 11:00A.M.

BID2025-36

DIVISION OF PURCHASING

This contract is being funded in whole or in part by the Community Development Block Grant Program (CDBG), provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton's Department of Health and Human Services. All federal CDBG requirements will apply. Federal and state labor compliance apply. Section 3 Apply. CDBG funding must be environmentally cleared in accordance with Part 58 prior to commitment of funds.

This project is being supported, in part, by federal award number SLFRP4580 awarded to the County of Mercer by the U.S. Department of the Treasury and sub awarded to the City of Trenton.

CHECKLIST (REQUIRED WITH BID SUBMITTAL)

- ☒ Bid Guarantee (Bid Bond or Certified/Cashier's Check) (**with POA for full amount of Bid Bond**) (**MANDATORY**) **Failure to Submit with Bid Submittal is an automatic fatal defect**
- ☒ Consent of Surety (Certificate from Surety Company) (**MANDATORY**)
- ☒ Performance Bond and Labor and Material Payment Bond (**Required from the Awarded Contractor**)
- ☒ Notice of Intent to Subcontract – (**must be named**) (**MANDATORY**) **Failure to Submit with Bid Submittal is an automatic fatal defect**
- ☒ Disclosure of Ownership Statement (**MANDATORY**)
- ☒ Disclosure of Invested Activities in Iran (**Required prior to award of the contract**)
- ☒ Disclosure of Invested Activities in Russia & Belarus (**Required prior to award of the contract**)
- ☒ Acknowledgement of Receipt of Addenda (**MANDATORY**)
- ☒ License(s) and or Certification(s) from Contractor and Sub-Contractors Required for the Project
- ☒ Required Evidence EEO/Affirmative Action Regulations Questionnaire
- ☒ Non-Collusion Affidavit
- ☒ Pay to Play – Certification and Disclosure of Political Contributions
- ☒ Americans with Disabilities Act of 1990 Language
- ☒ NJ Business Registration Certificate (**prior to award**)
- ☒ NJ Business Registration Certificate – Designated Subcontractor(s) (**prior to award**)
- ☒ NJ Public Works Contractor Registration Certificate from **Contractor** (**Prior to Award, but effective at the time of bid opening**)
- ☒ NJ Public Works Contractor Certificate for **Sub-Contractors** for (**prior to award, but effective at time of bid opening**)
- ☒ Affirmative Action Statement
- ☒ Prevailing Wage Statement
- ☒ Equipment Certification
- ☒ Bid Proposal Form
- ☒ One (1) original copy of complete bid and two (2) additional copies of the bid **BID2025-36**
- ☒ Provide five (5) References

**CHECKLIST
(REQUIRED WITH BID SUBMITTAL)
CONT'D**

- ☒ MBE/WBE Section 3 Contract Solicitation and Commitment Statement
- ☒ Contractor's Section 3 Intent to Comply
- ☒ List of Subcontractors and Suppliers
- ☒ Bidder's Certification on Federal Contract Requirements
- ☒ Bidder's Certification
- ☒ Questionnaire Regarding Bidders
- ☒ Certification of Bidder Regarding Equal Employment Opportunity
- ☒ Certification by Contractor/Subcontractor Compliance with State and Federal Wages Decisions
- ☒ Federal Certification Regarding Lobbying
- ☒ SF LLL Disclosure of Lobbying Certification
- ☒ Debarment and Suspension Certification
- ☒ Assurances of Compliance with Title VI – ARPA form version
- ☒ NJ Conscientious Employee Protection (Whistleblower) Act
- ☒ Increasing Seat-Belt Usage & Reducing Text Messaging While Driving

Proposer Name: _____ Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

FEDERAL COMPLIANCE NOTICE TO BIDDERS

CDBG

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG), provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton's Department of Housing and Economic Development. All federal CDBG requirements including 2 CFR Part 570, Davis Bacon, Prevailing Wages and Section 3 will apply to the contract.

SLFRF/ARPA

This project is also jointly being funded with a State and Local Fiscal Recovery Funds (SLFRF) / American Rescue Plan Act (ARPA) allocation. As such, the SLFRF 2022 Final Rule, SLFRF 2023 Interim Rule, the following list of regulations, and the attached ARPA Terms & Conditions are applicable. All ARPA funds must be expended before December 31, 2026.

- Requirements for Bidders regarding SAM.gov and debarment.
- Byrd Anti-Lobbying Amendment
- Contract Work Hours and Safety Standards Act
- 200.323 Procurement of recovered materials per 2 CFR 200.323
- Rights to Inventions Made Under a Contract or Agreement
- Clean Air Act ([42 U.S.C. 7401-7671q.](#))
- Davis-Bacon Act
- 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.
- 200.322 Domestic preferences for procurements.

The City of Trenton is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Bidders must conduct and document all outreach to MBE/WBE and Section 3 Businesses in the Service Area during the procurement process for all contracts. Section 3 applies to contracts over \$100,000.

The **MBE/WBE/SECTION 3 CONTACT SOLICITATION AND COMMITMENT STATEMENT** must be completed and submitted with the Bid.

Failure to submit the completed form in the bid will be grounds to disqualify a bid. If the Contractor does not intend to use a subcontractor and there are no MBE/WBE/Section 3 subcontractors and material providers in the area, the form must indicate. Otherwise, attempts to contact MBE/WBE/Section 3 subcontractors and material providers must be documented and **submitted with the bid.**

MBE/WBE/Section 3 Resources

All bidders must research the MBE/WBE and Section 3 databases to obtain vendor and contractor contacts to comply with program requirements.

HUD's Section 3 Business Registry can be found at the following URL:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

State Contracting with Small, Minority, and/or Women Business Enterprises (SMWBE's) <http://www.state.nj.us/njbusiness/contracting/>

Services and Information: NJSAVI Database

https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

MBE/WBE Directories can be obtained from the State of New Jersey website:

<https://www.state.nj.us/transportation/business/civilrights/dbe.shtm>

Disadvantaged Business Enterprise (DBE)

The New Jersey Unified Certification Program Directory is the only recognized directory of certified DBE firms in the State of New Jersey <https://njucp.dbesystem.com/>

Emerging Small Business Enterprise (ESBE)

The NJDOT ESBE Directory is the only recognized directory of certified ESBE firms in the State of New

Jersey. <https://njdot.dbesystem.com/frontend/searchcertifieddirectory.asp?>

Small Business Enterprise (SBE)

New Jersey Selective Assistance Vendor Information (NJSAVI) is a database that identifies businesses that are registered as a SBE and/or certified as an M/WBE with the State of New Jersey.

https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp

**CITY OF TRENTON SOLICITATION TO BID
BID 2025-36**

Sealed bids shall be received by Isabel C. Garcia, QPA, Purchasing Agent, for the City of Trenton, County of Mercer, State of New Jersey on **APRIL 23, 2025, AT 11:00AM** prevailing time in the Division of Purchasing, 1st. Floor, City Hall Annex, 319 East State Street, Trenton, New Jersey, for the

**SOUTH WARD SENIOR CENTER RENOVATIONS
870 SOUTH BROAD STREET
TRENTON, NJ 08611**

PRE-BID MEETING IS SCHEDULED FOR **MARCH 27, 2025, AT 10:00AM**, LOCATED AT 870 SOUTH BROAD STREET, TRENTON, NJ 08611

BID DOCUMENTS ARE LINKED - (PROPOSERS SHOULD DOWNLOAD FROM THE LINK PROVIDED) <https://clarkecatonhintz.sharefile.com/d-s2f0396c08bfe4b3c892869c77d382f2c>

PROPOSERS MAY LOG ON TO A VIRTUAL BID OPENING ON APRIL 23, 2025, AT 11:00AM TO: <https://www.zoomgov.com/j/1603812411?pwd=J6a50DYHbKvWbt9e3xcYUDvn7wkQ9Z.1>

This contract is being funded in whole or in part by the Community Development Block Grant Program (CDBG), provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton's Department of Housing and Economic Development. All federal CDBG requirements will apply. Federal and state labor compliance apply. Section 3 Apply.

This project is also jointly being funded with an American Rescue Plan Act (ARPA) allocation. As such, the attached ARPA Terms & Conditions are applicable. All ARPA funds must be expended before December 31, 2026.

Project Narrative

Work for this project includes but is not limited to the interior renovation of the ground floor and basement. The only work on the upper floor will be for windows replacement. The scope of work includes new finishes, replacement of light fixtures, plumbing fixtures, kitchen cabinets and appliances. Other work includes replacing the exterior doors and windows.

Bidding & Payment

A single project contract, bidders must provide itemized costs in their schedule of values, clearly breaking the scope of work indicated. Payment applications should similarly be separated to ensure clear accounting and facilitate the City's budgeting process.

Specifications and other bid information may be obtained at the Office of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm); and on the City's Purchasing Website at <https://nj-trenton.civicplus.com/list.aspx>.

Proposers may visit the City of Trenton's website at <https://nj-trenton.civicplus.com/list.aspx> for any addenda/notices issued prior to the bid opening date and time. Failure to do so shall result in the rejection of your submission.

Proposers are required to comply with the requirements of P.L. 1975, c127(N.J.A.C.17:27 et seq).

SCHEDULE

RELEASE DATE: MARCH 19, 2025
PRE-BID MEETING: MARCH 27, 2025, AT 10:00AM
SPECS: Bid Documents are linked - <https://clarkecatonhintz.sharefile.com/d-s2f0396c08bfe4b3c892869c77d382f2c>
QUESTIONS BY: APRIL 2, 2025, to igarcia@trentonnj.org
ADDENDA DATE: APRIL 8, 2025
BID OPENING: APRIL 23, 2025, at 11:00AM
PROJECT COMPLETION: 244 calendar days from “Notice to Proceed”
LIQUIDATED DAMAGES: \$500.00 Per Day

City of Trenton - (609)-989-3139
Isabel C. Garcia, Purchasing Agent, QPA

PROPOSER SHOULD VISIT THE CITY OF TRENTON'S PROCUREMENT WEBSITE PRIOR SUBMITTING THEIR SEALED BID FOR ANY ADDENDAS, CANCELLATIONS, OR ANY CHANGES TO THE BIDDING PROCESS.

QUESTIONS

Questions **must** be submitted in writing to igarcia@trentonnj.org. Deadline date for questions is **APRIL 2, 2025**. The city **is not** obligated to answer questions past the deadline date.

ACKNOWLEDGEMENT OF ADDENDA – APRIL 8, 2025

If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Purchasing Website in Bidding Opportunities at <https://nj-trenton.civicplus.com/list.aspx>.

Bidders shall visit the City of Trenton's Purchasing website for any addenda/notices issued prior to the request for bid opening date and time at <https://nj-trenton.civicplus.com/list.aspx>.

BID SUBMITTAL INSTRUCTIONS

Bidders shall provide one (1) copy of original bid (**with original signature**), labeled "**Original**," and two (2) identical additional copies of the full bid package in a sealed envelope. Bid **must** be clearly identified on the outside of the sealed envelope with the firm's name, **BID2025-36**, and "**SOUTH WARD SENIOR CENTER RENOVATIONS, 870 SOUTH BROAD STREET, TRENTON, NJ 08611**".

The Sealed bids **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1st floor NJ 08608 on or before **APRIL 23, 2025, PRIOR TO 11:00AM**. The City of Trenton will not assume responsibility for any bids received after the required due date.

Bidders are required to complete, sign (**original signature**), date, and notarize (**as required**) all forms in the Request for Bid.

N.J.A.S.40A:11-13(e)

Any prospective bidder who wishes to challenge a bid specification/scope of services 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 have no impact on the contracting unit or the award of a contract.

CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
MANDATORY

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

_____(ICG)

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

In order for the City of Trenton to keep an accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub- Contractor.

NAME OF BUSINESS _____

CONTACT PERSON _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____ E-MAIL _____

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project _____
2. The number of training positions, if any, and the amount of positions that will be filled by Trenton residents. _____

3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job. _____

4. Please describe all "good faith" efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities) _____

CITY OF TRENTON

ETHICS COMPLAINT DISCLOSURE

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

SIGNATURE

DATE

OR

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

SIGNATURE

DATE

THIS STATEMENT MUST BE INCLUDED WITH THE REPONSE TO THE REQUEST FOR BID SOLICITATION

Subscribed and sworn before me
this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires: (Corporate Seal)



REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification and/or text message will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements, bid results, awarded contract information and addendums on the City of Trenton Division of Purchasing website.

REGISTER AT:

<https://nj-trenton.civicplus.com/list.aspx>

SUBSCRIBE & UNSUBSCRIBE

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click  and/or  next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from listserv@civicplus.com.

Contract Language for Business Registration Certificate Compliance

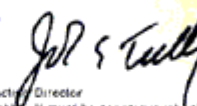
Goods and Services Contracts (including purchase orders)


** Construction Contracts (including public works related purchase orders)*

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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	 Acting Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF BIDS

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.

B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such times and place will be publicly opened and read aloud.

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (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 # being bid.

D. It is the bidder's responsibility to see that bids are presented to the OWNER on the hour 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 overnight mail, the designation in section C, above, must also appear on the outside of the delivery company 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 principal involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. 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, white-outs, strikeouts, etc. on the proposal page must be initiated in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all the materials and/or labor 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. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the

vendor. In case of rejected materials, the vendor will be responsible for returning freight charges.

II. BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

☒ **A. BID GUARANTEE (REQUIRED WITH BID SUBMITTAL)**

The 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 as prescribed by law. 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 this shall be the cause for rejection of the bid.

☒ **B. CONSENT OF SURETY (REQUIRED WITH BID SUBMITTAL)**

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 this shall be the cause for rejection of the bid.

☒ **C. PERFORMANCE BOND (REQUIRED FROM AWARDED CONTRACTOR)**

Successful 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.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

☒ **D. LABOR AND MATERIAL (PAYMENT) BOND (REQUIRED WITH CONTRACTS))**

Successful 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 deliver this with the performance bond shall be cause for declaring the contract null and void.

☒ **E. MAINTENANCE BOND (REQUIRED)**

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

___ 1 year
__X__ 2 years

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 and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. 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 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. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the bid. In order to be given consideration and timely issuance of addenda, if any, for all bids other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids Saturdays, Sundays, and holidays excepted; and for construction work bids, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.

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. In the event that 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.

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of items offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise 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.

D. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in the performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.

2. GENERAL LIABILITY INSURANCE

This insurance shall have limits of not less than \$1,000,000, combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the bidder.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. The limit shall be maintained in force during the life of this contract by the bidder.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. INDEMNIFICATION

Successful bidder will 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 bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the City of Trenton, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the City of Trenton from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any City of Trenton regulation, ordinance or the laws of the State, or the United States while said work is in progress. The consultant shall maintain sufficient insurance to protect against all claims under Workers

Compensation as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible for providing updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of

insurance may not be required. The City of Trenton Department of Administration will make this determination.

In all cases where a Certificate of Insurance is required, the City of Trenton is to be named as an additional insured and named as the certificate holder as follows:

“City of Trenton, 319 East State Street, Trenton, NJ 08608”. The Certificate shall contain a 30-day notice of cancellation.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the City of Trenton, hereby waives all claims against the City of Trenton for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the City of Trenton exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Dated and Signed

VI. PREPARATION OF BIDS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Successful bidders shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

D. CHANGE ORDERS

All change orders shall be in accordance with N.J.A.C.5:30.13, N.J.S.A.40A:11-13g, N.J.S.A.40A:11-23.1a

VII. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

EEO/AA: Initial Workforce Form: Pursuant to N.J.A.C. 17:27-3.8(a)(4), the submission of Form AA-201 must be provided by the contractor after the notice of the award and before the contract is entered into.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (WHEN APPLICABLE)

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. **P.L. 2009, c.249 (A-4268/S-3095)**: Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. 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: http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/payrollcert.pdf and as follows:

Public Contracts Section
Office of Wage and
Hour Compliance
CN 389
Trenton, New Jersey 08625-0389
Telephone number: (609) 292-2259

Prevailing Wage Requirements: Right to terminate, N.J.S.A. 34:11-56.27

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders 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 Department of Labor and Workforces Development has created this portal for contractors to register and submit payrolls: <https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml> within ten (10) days of payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

"In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate 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 and his sureties shall be liable for any excess costs occasioned thereby to the public body, any lessee to whom the public body is leasing a property or premises or any lessor from whom the public body is leasing or will be leasing a property or premises."

Certified Payroll

The awarded contractor shall submit certified payroll records to the City of Trenton designee within ten (10) days of the payment wages. 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. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period to the Department of Labor and Workforces Development has created this portal for contractors to register and submit payrolls: <https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml> within ten (10) days of payment of the wages.

Payment Requirements: Prompt Payment Requirements, N.J.S.A. 2A:30A-1:

N.J.S.A. 2A:30A-1 et seq. establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors. It affects construction-related contracts of all local units - municipalities, schools, counties, fire districts, local authorities, etc. The law intends to ensure that contractors submitting bills for completed work are paid on a timely basis through an established schedule, and that the full chain of subcontractors receive timely payments from their hiring contractor. When payments are not made pursuant to the schedule, the law allows contractors to receive interest in the outstanding balance and, under certain circumstances, to halt work without being subject to breach of contract clauses.

N.J.S.A. 2A:30A-2a requires that the payment be made within 30 calendar days of receipt of the bill, except if an alternate procedure is defined in the bid specifications and contract documents.

Uniformed Police language: N.J.S.A. 40A:11-23.1(c) with N.J.S.A. 40A:11-23(c).

A statement indicating whether uniformed law enforcement officers will be required for the project. The statement shall include a line-item allowance, which shall be a good faith effort on the part of the contracting unit, to reasonably estimate the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with section 17 of P.L.1971, c.198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed. The statement prescribed under this subsection shall not be required if the contracting unit provides for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers, and costs.

The individuals responsible for the assignment of uniformed law enforcement officers for any municipalities affected by a project shall be required to determine where traffic safety control is needed for a project and calculate the number and placement of all necessary personnel, equipment, and the costs associated with these, including hourly rates, and submit this information to the contracting unit. **UNIFORM POLICE IS NOT REQUIRED**

D. STATEMENT OF OWNERSHIP DISCLOSURE - MANDATORY

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, have been listed.

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

For a publicly traded direct or indirect parent entity:

A bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% percent or greater beneficial interest as of the last annual filing with the

federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% percent or greater beneficial interest.

E. THE 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 7:1G-1.1 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) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

F. NON-COLLUSION AFFIDAVIT - MANDATORY

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

G. BID DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the bid document checklist must be completed and submitted with your bid.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), 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. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their bid. Failure to submit the certificate may be a cause for rejection of the bid. Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the bid.

I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Trenton ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder//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 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.

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

Pay to Play (C.271): N.J.S.A. 19:44A-20.27

Annual disclosure requirements of business entities with contracts at or above \$50,000.00.

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

ARPA TERMS AND CONDITIONS

The contractor shall abide by all guidance documents applicable to the ARPA Program, including, without limitation:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- SLFRF 2022 Final Rule and SLFRF 2023 Interim Rule
- The Federal Register
- The U.S. Department of the Treasury publications and other guidance documents – see the ARPA Terms & Conditions in addendums

VIII. METHODS OF AWARD

A. The contract shall be for 244 calendar days from “Notice to Proceed”

B. The OWNER may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available. The order of alternates must be expressly specified in the bid specifications for all contracts above \$500,000.00, per N.J.S.A. 40A:11-23.1(d)

C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the bidder's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the bidder's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all bids within the time as may be specified, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work as a whole or in part whichever is most advantageous to the OWNER.

IX. REJECTION OF BIDS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the bidder, to whom the contract is awarded, fail to enter a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

F. The lowest bid substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions of both P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated.

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

K. The Bidder is found to be debarred either by the NJ Department of the Treasury or federally within SAM.gov. Note that CDBG funding requires that the bidder be registered in SAM.gov.

X. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this 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.

B.

C. 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 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 damage due to the OWNER from the contractor is determined.

D. 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.

E. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

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

XI. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services; the statutory length of which contract is for three years or less. Such contracts should be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A.52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the City are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "p.l.2012, C.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

FINANCIAL STATEMENTS Pursuant to N.J.S.A:11-13(f)

No Financial Statement shall be required of vendors if either a guarantee, by the certified check, cashier's check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Pursuant to N.J.S.A.40A:11-18, Each local unit shall provide, the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by

contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available.

40A:11-19. LIQUIDATED DAMAGES; VOID PROVISIONS AS TO CONTRACTOR'S REMEDIES

Any contract made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform the 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.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties that delay the contractor's performance, to giving the contractor an extension of time for performance under the contract. For the purposes of this section, "contractor" means a person, his assignees or legal representatives with whom a contract with a contracting unit is made.

40A:11-23.2. REQUIRED MANDATORY ITEMS FOR BID PLANS, SPECIFICATION

When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents; and
- f. (Deleted by amendment, P.L.2009, c. .)

40A:11-16.6. VALUE ENGINEERING (IF APPLICABLE)

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 governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether 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 governing body 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 the cost savings generated on the contract because 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.).

N.J.S.A.40A:11-13(e)

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.

40A:11-17. Number of working days specified

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of working days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

40A:11-16.1. \$100,000 contracts for improvements to real property; retainage, security

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 accrued 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.

C.40A:11-16.2

Any contract, the total price of which exceeds \$100,000.00, entered into by a contracting unit 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).

40A:11-16.3. WITHHOLDING OF PAYMENTS

- a. With respect to any contract entered by a contracting unit pursuant to (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.
- b. 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 amounts 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.

40A:11-16. SEPARATE PLANS FOR VARIOUS TYPES OF WORK; BIDS; CONTRACTS

a. In the preparation of plans and specifications for the construction, alteration or repair of any public building by any contracting unit, when the entire cost of the work will exceed the bid threshold, the architect, engineer or other person preparing the plans and specifications may prepare separate plans and specifications for

- (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

40A:11-16. e- f FUEL PRICE ADJUSTMENT (IF APPLICABLE)

d. Any bid specification prepared pursuant to this section that includes the use of 1,000 or more tons of hot mix asphalt, shall include a pay item for any asphalt price adjustment reflecting changes in the cost of asphalt cement. Any bid specification prepared pursuant to this section that includes the use of less than 1,000 tons of hot mix asphalt, shall include a pay item for an asphalt price adjustment for any quantity of hot mix asphalt exceeding 1,000 tons that maybe used in the work in the event that performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt.

The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as revised by the "Standard Inputs" periodically issued by the department. All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's Asphalt Price Index, the Basic Asphalt Price Index.

- e. (1) Every bid specification prepared pursuant to this section may be eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract times the fuel usage factors as determined by the Department of Transportation. The types of fuel furnished shall be at the option of the contractor.
- (2) The fuel requirement for items not determined by the Department of Transportation to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay

item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the exact same nomenclature, similar pay items shall be combined and this combination must require 500 gallons or more of fuel to be eligible for the fuel price adjustment.

(3) Fuel price adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price.

f. As used in subsections d. and e. of this section:

"Asphalt Price Index" means the Asphalt Price Index as determined and published by the New Jersey Department of Transportation.

"Basic Asphalt Price Index" means the Basic Asphalt Price Index as published by the New Jersey Department of Transportation in its "Standard Specifications for Road and Bridge Construction," as revised by the "Standard Inputs" periodically issued by the New Jersey Department of Transportation.

"Fuel Price Index" means the Fuel Price Index as determined and published by the New Jersey Department of Transportation.

"Pay Item" means a specifically described item of work for which the bidder provides per unit or lump sum price in a bid specification as determined and published by the New Jersey Department of Transportation.

CHANGED CONDITION CLAUSES N.J.S.A.40a:11-16.7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work

and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

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

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

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

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

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

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

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

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

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

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

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

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

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

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

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

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of the approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)**

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
YES _____ NO _____

If yes, please submit a copy of such a certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY _____

SIGNATURE: _____

TITLE: _____

**Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply
with requirements of P.L. 1975, c.127, within the time frame.**

(REVISED 4/10)

EXHIBIT A

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunities shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The 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:

Letter of Federal Affirmative Action Plan Approval.

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
http://www.state.nj.us/treasury/contract_compliance.

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

Date: _____ Signature: _____

Company: _____

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 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 opportunities shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and 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 (Cont)

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

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

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

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

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

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

EXHIBIT B *(Cont)*

(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 each 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 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 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 *(Cont)*

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the 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 re-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.

EXHIBIT B *(Cont.)*

Date: _____

Signature: _____

Company: _____

**NON-COLLUSION AFFIDAVIT
MANDATORY**

STATE OF NEW JERSEY
CITY OF TRENTON, COUNTY OF MERCER SS:

I, _____ of the city of _____,
in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____ bidder making the proposal for the above-named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Trenton, County of Mercer relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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 bonafide employees or bonafide established commercial or selling agencies maintained by

(Name of Vendor)

Subscribed and sworn to before me

This _____ day of _____, 20____.
(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20__

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)

MANDATORY

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is the 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)
- ☐ Minority Women Business Enterprise (MWBE) (50% or more ownership)
- ☐ 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 non-corporate 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 Corresponding Entity Listed in Part II	and	Home Address (for Individuals) or Business Address

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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/; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, 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 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 proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

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

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

DATE: _____

COMPANY NAME

SIGNATURE: _____

**STATE OF NEW JERSEY DEBARMENT NOTICE
(REQUIRED)**

Pursuant to N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

NO PUBLIC WORKS CONTRACT/S MAY BE AWARDED TO ANY CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IF THEIR NAME IS ON THE STATE OF NEW JERSEY, DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DEBARMENT LIST OF CONTRACTORS AND SUB-CONTRACTORS.

I, the vendor/Respondent, certify that my company has not been "Debarred or Suspended" or otherwise ineligible for participation in a Public Works Contract with the State of New Jersey, Government or Municipality, as described in the N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

Date: _____

Subscribed and sworn to before me

This _____ day of _____, 20____.
(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20__

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**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	
Physical Address of Individual or Organization	
Unique Entity ID (required)	
CAGE/NCAGE 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			
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 <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: 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			
Physical 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			
Physical 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 <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	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	Physical Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	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	Physical 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 <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this</p>	

certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Disclosure of Investment Activities in Iran

Person or Entity:	
--------------------------	--

Part 1: Certification

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the N.J. Division of Purchase and Property website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

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

OR

	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
--	---

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

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

STANDARD BID DOCUMENT REFERENCE						Section 11
Name of Form:	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN			Instruction Reference:		VII-F
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction	X		
Source References:		N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4				
Supplemental Reference:						
Description:		N.J.S.A. 52:32-55, et seq., (P.L. 2012, c.25 and P.L. 2021, c.4) prohibits certain State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form.				

LFN 2023-11 provided DLGS authoritative guidance concerning the procurement amount over which the Russia/Belarus and Iran investment disclosure forms are required. The guidance reads as follows:

“Given the threshold for vendor/contractor certification applied to State goods or services contracts, combined with the practical considerations of local purchasing, a contracting unit should rely on the advice of legal counsel in determining whether to apply its own local quote threshold to the Russia-Belarus certification; the Division will defer to contracting units on this point. However, be mindful that determinations of aggregation would apply here just as they would when determining whether a contract is subject to public bidding.”

Thus, contracting units should make an appropriate determination of threshold of when to require the Iran disclosure.

P.L. 2021, c.4 amended a section of the Iran Disclosure enabling law at N.J.S.A. 52:32-58(a) to clarify that the certification must be submitted to the contracting unit “...prior to the time a contract is awarded and at the time the contract is renewed.”

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

1. The number and type of (*Type of Equipment or Vehicle, etc.*) intended to be used to fulfill all requirements of the Contract Documents with respect to the (*Scope of Work/Services*) are listed as Table 1 and 2 and attached hereto.

Note: If the Bidder owns or controls all the necessary equipment required, complete Paragraph 2 below. If the Bidder does not own or control all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: _____ By: _____
(signature)

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: _____ By: _____
(Signature)

TABLE 1
LIST OF EQUIPMENT
OWNED OR CONTROLLED BY BIDDER

Type of Equipment (Vehicle, Pump, Etc)	<u>Number</u>	<u>Make</u>	<u>Model</u>	Equipment <u>Age</u>
---	---------------	-------------	--------------	-------------------------

(Attach additional sheets if necessary)

TABLE 2

**CERTIFICATION OF OWNER OR CONTROLLER OF EQUIPMENT
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitively grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

_____ (Name of Bidder) _____ (Name of Owner or Controller)

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

Type of Equipment
(Vehicle, Pump, Etc)

Number Make

Model Equipment
 Age

(Attach additional sheets as necessary)

NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE (APPLIES)

The successful bidder/vendor will be required to submit and comply with N.J.S.A. 34:11-56.48, et seq.), which requires all contractors, subcontractors or lower tier subcontractors (including subcontractors listed in the bid proposal) who bid on or engage in the performance of any public work to register with the Department of Labor and Workforce Development. The Contractor Registration Certificate is issued to both the company and its responsible representative. Proof is in the form of a Contractor Registration Certificate.

For information regarding the registration process, please contact the Department of Labor and Workforce Development at www.nj.gov/labor (click on Wage & Hour then Registration & Permits) or call 609/292-9464.

Contractors and Sub-Contractors **must** be registered with the Department of Labor and Workforce Development, Wage and Hour prior to bid submittal.

A copy of the Public Contractors Registration Certificate for the Contractor and the Sub-Contractors is **required** prior to the award of the contract.

**NOTICE OF INTENT TO SUBCONTRACT FORM
(MANDATORY)**

This notice of intent must be completed and included as part of each bidder's proposal. Failure to submit this form will be cause for rejection of the bid as non-responsive.

Please check one of the below-listed boxes:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL PROPOSERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED SUBCONTRACTOR UTILIZATION PLAN WITH THEIR BID PROPOSALS. BIDDERS SHOULD ALSO SUBMIT A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR EACH SUBCONTRACTOR AS WELL AS ANY LICENSES HELD BY SUBCONTRACTORS WITH THEIR BID PROPOSAL.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

**ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST THE
FOLLOWING CERTIFICATION:**

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan for approval to the Business Administrator or his legal representative in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the plan documentation of such efforts.

Respectfully submitted by:

(Seal—if bid is by a
corporation)

Signature

Name, typed or printed

Title

Name of Firm

Business Address/Zip

Telephone

Fax

**PROVIDE A LIST OF SUB-CONTRACTORS
COPY OF LICENSES SUBMITTED WITH BID
(MANDATORY IF APPLICABLE)**

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

**PREVAILING WAGE STATEMENT
(APPLIES)**

As noted, and required, the successful bidder/vendor will be required to submit and comply with all federal and local New Jersey laws regarding payment of prevailing wage rates. To that end, I _____, an authorized representative of _____, accept that legal requirement and indicate by signing this document, the firm's intention and willingness to comply.

This project is subject to both New Jersey State Prevailing Wages and Federal Davis-Bacon wage requirements. The higher of the two wage rates and fringe benefits for each worker classification shall be the wage rate used. The New Jersey wage and fringe benefits rate in effect on the date the contract is awarded will be the State rates for the duration of the project. All New Jersey predetermined rate increases at the time of the contract award also apply. The Federal wage rate and fringe benefits that are in effect ten (10) days prior to the bid opening date will be the Federal rates for the duration of the project, provided that the contract is executed within 90 days of the bid opening date.

Name of Firm

Signature

Title

Date

Immigration and Naturalization Laws and Criminal Background Check (As Applicable)

Vendors must comply with all the Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract in the City of Trenton. If the City requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on City of Trenton property.**

A copy of the results of the Criminal Background Check must be provided to the City of Trenton Department of Health and Human Services, attention Luis Pedemont 609-989-**3516** at least ten (10) days prior to an employee being permitted access to property. The department will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) workdays following receipt of the results. If the City of Trenton does not notify the vendor of such exclusion within ten (10) days, the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:http://www.state.nj.us/lps/njsp/about/serv_chrc.html

**PROVIDE THREE (3) REFERENCES
(REQUIRED)**

NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE:_____

FAX NO._____

DESCRIPTION OF WORK:_____

NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE:_____

FAX NO._____

DESCRIPTION OF WORK:_____

DESCRIPTION OF WORK:_____

NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE:_____

FAX NO._____

DESCRIPTION OF WORK:_____

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if you are willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if you are not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service for the City of Trenton.

VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

BID PROPOSAL FORM
PROPOSER MUST COMPLETE

**SOUTH WARD SENIOR CENTER RENOVATIONS AT 870 SOUTH BROAD STREET, TRENTON,
NJ 08611**

LUMP SUM AMOUNT \$_____

(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

EMAIL _____

SIGNATURE _____

DATE _____

**IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR
PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR
W9 AND UPON AWARD, FORWARD TO THE CITY OF TRENTON,
ACCOUNTS AND CONTROL DEPARTMENT, 319 EAST STATE STREET,
TRENTON, NJ 08608 (609) 989-3043.**

CONTRACT _____

COMPANY

PURCHASE ORDER MAILED TO:

CHECK REMIT TO:

TELEPHONE

FAX

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the respondent named below (hereinafter referred to as the "Respondent") provides the assurances stated herein. The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Respondent may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Respondent's program(s) and activity(ies), so long as any portion of the Respondent's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Respondent ensures its compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Respondent acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Respondent understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Respondent shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Respondent understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Respondent's programs, services, and activities.

3. Respondent agrees to consider the need for language services for LEP persons when Respondent develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Respondent acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Respondent and Respondent's successors, transferees, and assignees for the period in which such assistance is provided.

5. Respondent acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Respondent and the Respondent's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract

or agreement.

The undersigned official(s) certifies that official(s) has read and understood the obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the respondent will be in compliance with the aforementioned nondiscrimination requirements.

Signed & Dated

Name (Printed)

Title

Business Name

REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION

ARPA FUNDING REPORTING REQUIREMENT		
BUSINESS ENTITY NAME:		
STREET ADDRESS:		
CITY:	STATE:	ZIP:
BUSINESS OWNER NAME:		
BUSINESS EMAIL:	BUSINESS PHONE:	
<p><i>Per the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions you must agree to comply with any reporting obligations established by Treasury as they relate to this award.</i></p> <p><u>Complete below and sign:</u></p>		
REPORTING INFORMATION NEEDED		
Enter your businesses Federal Taxpayer Identification Number (TIN) here:		
OR Enter your businesses Federal Employer Identification Number (EIN) here:		
Answer the following questions:		
1. In the preceding fiscal year, did you receive 80% or more of your annual gross revenue from federal funds?		
2. In the preceding fiscal year, did you receive \$25 million or more of your annual gross revenue from federal funds?		
If you replied YES to BOTH questions above, please continue:		
3. Is the "total compensation" for the organization's five highest paid officers publicly listed or otherwise listed in SAM.gov?		
If you replied NO to the question above, enter the names and total compensation received for the five highest paid officers of your organization. If fewer than five officers exist, enter 'n/a' and '\$0' in the empty fields.		
NAME	COMPENSATION	
1.		
2.		
3.		
4.		
5.		
CERTIFICATION & SIGNATURE		
<p><i>Your signature certifies that the information provided on this form is correct and that failure to provide the requested information may disqualify you from receiving or retaining funds.</i></p>		
<p>SIGNATURE: _____</p>		
PRINTED NAME & TITLE:	DATE:	

NJ CONSCIENTIOUS EMPLOYEE PROTECTION (WHISTLEBLOWER) ACT

Per the **Conscientious Employee Protection Act (“Whistleblower Act”)** flyer provided in this Exhibit - I have read and will comply.

NAME_____TITLE_____

COMPANY_____

ADDRESS_____

TELEPHONE_____

Conscientious Employee Protection Act “Whistleblower Act”

Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 1. is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 2. is fraudulent or criminal; or
 3. is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person
to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: COLONEL (RET.) JOHN E. LANGSTON, HR DIRECTOR

Address: HR-NJDMAVA, 101 Eggert Crossing Road, PO Box 340, Trenton, N

Telephone Number: (609) 530-6885

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees.

If you need this document in a language other than English or Spanish, please call (609) 292-7832.

American Recovery & Reinvestment Act (ARPA) Contract Provisions

As a condition of funding, portions of the ARPA Terms & Conditions apply to Contractors – and are provided below. Referenced within the ARPA Terms & Conditions are portions of federal regulations that are also applicable and represented here.

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION
	2 CFR 200 Appendix II (A-L)	
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 , all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b) , in accordance with Executive Order 11246 , "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 , "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60 , "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	2 CFR 200 APPENDIX II (C)
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 , and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 , "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties	2 CFR 200 APPENDIX II (H)

	declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$10,000	200.323 Procurement of recovered materials. (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962 . The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)
None	200.216 Prohibition on certain telecommunications and video surveillance equipment or services. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (b) As described in section 889 of Public Law 115-232 , “covered telecommunications equipment or services” means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (d) In implementing the prohibition under section 889 of Public Law 115-232 , heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) For additional information, see section 889 of Public Law 115-232 and § 200.471 .	2 CFR 200 APPENDIX II (K)
None	200.322 Domestic preferences for procurements. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	2 CFR 200 APPENDIX II (L)

	<p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> <p>(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.</p>	
	Additional 2 CFR 200 references	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <ol style="list-style-type: none"> (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. 	<p>2 CFR 200.334 & New Jersey's general public records law (N.J.S.A. 47), the State's records management statute (N.J.S.A. 47:3-15 et seq.), and administrative rules under N.J.A.C. Title 15:3 et seq.</p>
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal	2 CFR 200.336

	awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
	ARPA Terms & Conditions	
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.	"
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	"
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	"
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.	"
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	"
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	"
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.	"
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under</p>	"

	<p>programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>	
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	"
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	"
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	"
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	"
ARPA Terms, Conditions, & Records	<p>14. Debts Owed the Federal Government.</p> <p>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</p> <p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>	"
ARPA Terms, Conditions, & Records	<p>15. Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	"
ARPA Terms, Conditions, & Records	<p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ol style="list-style-type: none"> A member of Congress or a representative of a committee of Congress; An Inspector General; The Government Accountability Office; A Treasury employee responsible for contract or grant oversight or management; An authorized official of the Department of Justice or other law enforcement agency; A court or grand jury; or A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	"
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	"

ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	“
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Increasing Seat-Belt Usage & Reducing Text Messaging While Driving

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Name: _____ Date: _____

Signature: _____

Title: _____



BID2025-36
SOUTH WARD SENIOR CENTER RENOVATIONS
870 SOUTH BROAD STREET, TRENTON NEW JERSEY 08611
FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

VIRTUAL OPENING DATE – April 23, 2025, at 11:00AM

CONFLICT OF INTEREST FORM

"I hereby certify that I have reviewed the conflict-of-interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization."

Print Evaluator's name

Date Evaluated

Evaluator's Signature

This contract is being funded in whole or in part by the Community Development Block Grant Program (CDBG), provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton's Department of Health and Human Services. All federal CDBG requirements will apply. Federal and state labor compliance apply. Section 3 Apply. CDBG funding must be environmentally cleared in accordance with Part 58 prior to commitment of funds.

This project is being supported, in part, by federal award number SLFRP4580 awarded to the County of Mercer by the U.S. Department of the Treasury and sub awarded to the City of Trenton.

SAMPLE CONTRACT

AGREEMENT

CITY OF TRENTON, NEW JERSEY

BID2025-36

RES. NO.

AWARDED TO

PREVAILING WAGE APPLIES

THIS CONTRACT IS FUNDED BY CDBG AND SLFRF/ARPA FUNDS

AWARDED TO _____.

DESCRIPTION OF THE SERVICES AND DEPARTMENT

NAME _____

This Agreement, entered into this 5TH Day of FEBRUARY 2025 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and ADDRESS OF THE AWARDED BIDDERS("Contractor"),
witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services IN AN AMOUNT NOT TO

FIRST, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

RESOLUTION ACCEPTING A BID AND AWARDED A CONTRACT TO NAME OF THE AWARDED BIDDER FOR READING SENIOR CENTER RENOVATIONS, 15 RINGOLD STREET, TRENTON, NJ 08618 WORK SHALL BE COMPLETED IN 244 CALENDAR DAYS FROM "NOTICE TO PROCEED" IN AN AMOUNT NOT TO EXCEED AMOUNT- BID2025-31

B. The contract shall be submitted with contracts with the following:

a. UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

b. PERFORMANCE PAYMENT BOND REQUIRED WITH SIGNED CONTRACTS LIQUIDATED DAMAGES: \$500.00 Per Day

c. THE AWARDED CONTRACTOR SHALL BE REQUIRED TO SUBMIT A CERTIFIED PAYROLL RECORD TO THE DEPARTMENT OF LABOR AND WORKFORCES DEVELOPMENT HAS CREATED THIS PORTAL FOR CONTRACTORS TO REGISTER AND SUBMIT PAYROLLS: [HTTPS://WWW.NJ.GOV/LABOR/WAGEANDHOUR/PREVAILING-RATES/NJWAGEHUB.SHTML](https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml) WITHIN TEN (10) DAYS OF PAYMENT OF THE WAGES.

d. SEE ATTACHED CDBG LANGUAGE

e. Attached SLFRF/ARPA Terms & Conditions

f. Attached Wage Rate Sheet

g. Attached Non-Debarment Certification and Non-Debarment forms

Such performance by Contractor will be in strict accordance with the regulations, requirements and terms and conditions included in the issued solicitation whether in the body or within attachments, appendices, exhibits or appendices, the terms and conditions of the bid specifications and scope of work provided, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this convenient shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make

any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total workforce of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law

and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

The contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest: _____
Brandon L. Garcia, RMC

W. Reed Gusciora, Esq. Mayor Municipal Clerk

Date

Date

and

AWARDED BIDDERS NAME AND ADDRESS

CONTRACTOR SIGNATURE

DATE

Attest: _____
Secretary President

Date

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

(C) **Equal Employment Opportunity.** (applicable to all construction contracts over \$10,000)

During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:

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



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 - MERCER

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/07/25
Journeyman (Mechanic)	W46.23 B31.42 T77.65

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MERCER

Craft: Boilermaker

PREVAILING WAGE RATE

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

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MERCER

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 - MERCER

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 - MERCER

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									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
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 - MERCER

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 - MERCER

Craft: Carpenter

PREVAILING WAGE RATE

	05/09/24
Foreman	W64.41 B38.73 T103.14
Journeyman	W56.01 B33.76 T89.77

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.57			

Ratio of Apprentices to Journeymen - 1:3

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

Craft: Carpenter

COMMENTS/NOTES

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

INTERVAL PERIOD AND RATES
 Yearly 40% 55% 65% 80%
 Benefits 59.25% of apprentice wage rate for all intervals + \$0.57

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.
- All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

OVERTIME:

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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County - MERCER

- 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 - MERCER

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 Rate	for all	intervals	+ \$0.48		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

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

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

County - MERCER

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

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

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

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

County - MERCER

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 - MERCER

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 - MERCER

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 - MERCER

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									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
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 - MERCER

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MERCER

Craft: Diver PREVAILING WAGE RATE

	05/01/24
Diver	W64.72 B52.74 T117.46
Tender	W52.98 B52.74 T105.72

Craft: Diver COMMENTS/NOTES

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

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:

0-59 feet: No additional wage
60-74 feet: + \$0.25 per foot
75-125 feet: + \$0.78 per foot

MIXED GAS DIVES:

0-74 feet: No additional wage
75-125 feet: + \$1.00 per foot
126-200 feet: + \$2.00 per foot

PENETRATION DIVES:

126-200 feet: + \$1.50 per foot
201-275 feet: + \$1.75 per foot
276-350 feet: + \$2.00 per foot
351-425 feet: + \$2.50 per foot

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - MERCER

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/01/24
Foreman	W60.93 B52.74 T113.67
Foreman (Concrete Form Work)	W59.82 B39.39 T99.21
Journeyman	W52.98 B52.74 T105.72
Journeyman (Concrete Form Work)	W52.02 B39.39 T91.41

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	21.19	26.49	34.44	42.38						
Benefits	34.70	for all	intervals							

Ratio of Apprentices to Journeymen - *

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

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	20.81	26.01	33.81	41.62
Benefits	26.73 for all intervals			

CREOSOTE HANDLING:

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

HAZARDOUS WASTE WORK:

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

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

FOREMAN REQUIREMENTS:

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

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

County - MERCER

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - MERCER

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

INTERVAL	PERIOD AND RATES									
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 - MERCER

Craft: Electrician

PREVAILING WAGE RATE

	01/08/25	07/07/25
Asst. General Foreman	W71.70 B48.13 T119.83	W73.90 B49.58 T123.48
Crane Operator, High Voltage Splicer, Welder	W65.73 B44.21 T109.94	W67.72 B45.51 T113.23
Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34
General Foreman	W77.70 B52.08 T129.78	W80.05 B53.63 T133.68
Journeyman	W59.75 B40.27 T100.02	W61.56 B41.46 T103.02

Craft: Electrician

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	17.93	23.90	29.88	35.85	44.81					
Benefits	65.8% of	Apprentice	Wage	Rate	+ \$0.96					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 7-7-25:

INTERVAL PERIOD AND RATES
 Yearly 18.47 24.62 30.78 36.94 46.17
 Benefits 65.8% of Apprentice Wage Rate + \$0.96

FOREMAN REQUIREMENTS:

- When there are 2 or more electricians on the job, 1 shall be designated a Foreman.
- 1 additional Foreman shall be designated for every 10 additional electricians.
- When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate,

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

County - MERCER

per hour, inclusive of benefits.

- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

- The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, 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.

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

RECOGNIZED HOLIDAYS: New Year's Day, 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 - MERCER

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	09/01/24
Assistant General Foreman	W54.75 B36.82 T91.57
Foreman	W49.93 B33.66 T83.59
General Foreman	W56.94 B38.25 T95.19
Journeyman Technician	W43.80 B29.65 T73.45
Lead Foreman	W52.12 B35.10 T87.22
Working Foreman	W47.74 B32.23 T79.97

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	20.95	24.80	31.21	36.77						
Benefits	65.2% of	Apprentic	Wage	Rate	+ \$0.71					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 9-1-24;

INTERVAL PERIOD AND RATES
 Yearly 21.46 25.40 31.39 37.67
 Benefits 65.5% of Apprenticeship Wage Rate + \$0.96

NOTE: These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.

FOREMAN REQUIREMENTS:

1 to 10 workers- 1 Working Foreman
 11 to 20 workers- 1 Working Foreman and 1 Foreman
 21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman

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

County - MERCER

31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman
41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman
51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman
61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman
71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman
81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman
91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, 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 - MERCER

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

	01/01/25	07/07/25
Assistant General Foreman	W71.70 B48.13 T119.83	W73.90 B49.58 T123.48
Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34
General Foreman	W77.70 B52.08 T129.78	W80.05 B53.63 T133.68
Journeyman Technician	W59.75 B40.27 T100.02	W61.56 B41.46 T103.02
Lead Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34
Working Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34

Craft: Electrician - Teledata (16 Instruments & More)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	17.93	23.90	29.88	35.85	44.81					
Benefits	65.8% of	Apprentice	Wage	Rate	+ \$0.96					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 7-7-25:

INTERVAL PERIOD AND RATES
 Yearly 18.47 24.62 30.78 36.94 46.17
 Benefits 65.8% of Apprentice Wage Rate + \$0.96

NOTES:

1) These rates are for service, maintenance, moves and/or changes affecting 16 or more instruments, and fiber optic work. These rates may NOT be used for any new construction.

2) The number of electricians on the jobsite is the determining factor for which Foreman Category applies.

FOREMAN REQUIREMENTS:

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

County - MERCER

1 to 10 workers- 1 Working Foreman
11 to 20 workers- 1 Working Foreman and 1 Foreman
21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman
31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman
41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman
51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman
61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman
71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman
81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman
91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, 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 - MERCER

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	01/08/25	07/07/25
Assistant General Foreman	W71.70 B47.31 T119.01	W73.90 B48.73 T122.63
Crane Operator, High Voltage Splicer, Welder	W65.73 B43.45 T109.18	W67.42 B44.54 T111.96
Foreman	W68.75 B45.40 T114.15	W70.80 B46.73 T117.53
General Foreman	W77.70 B51.19 T128.89	W80.05 B52.71 T132.76
Groundman, Truck & Winch Operator- Level I	W17.93 B12.55 T30.48	W18.47 B12.90 T31.37
Groundman, Truck & Winch Operator- Level II	W23.90 B16.41 T40.31	W24.62 B16.87 T41.49
Groundman, Truck & Winch Operator- Level III	W29.88 B20.27 T50.15	W30.78 B20.85 T51.63
Groundman, Truck & Winch Operator- Level IV	W38.84 B26.07 T64.91	W40.01 B26.82 T66.83
Groundman, Truck & Winch Operator- Level V	W47.80 B31.86 T79.66	W49.25 B32.80 T82.05
Heavy Equipment Operator	W59.75 B39.58 T99.33	W61.56 B40.75 T102.31
Journeyman Lineman	W59.75 B39.58 T99.33	W61.56 B40.75 T102.31

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

County - MERCER

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	35.85	38.84	41.83	44.81	47.80	50.79	53.78			
Benefits	64.65% of	Apprentic	Wage	Rate	+ \$0.96					

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 7-7-25:

INTERVAL	PERIOD AND RATES									
6 Months	36.94	40.01	43.09	46.17	49.25	52.33	55.40			
Benefits	64.65% of Apprentice Wage Rate + \$0.96									

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

SHIFT DIFFERENTIALS:

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

FOREMAN REQUIREMENTS:

When there are 2 or more electricians on the job, 1 shall be designated a Foreman.

1 additional Foreman shall be designated for every 10 additional electricians.

When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.

An Assistant General Foreman shall be designated for every 50 electricians working on the job.

OVERTIME:

The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, Monday through Friday, and the first 8 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits.

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

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.

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

County - MERCER

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/25
Helper-Over 5 Years	W50.30 B44.05 T94.35
Helper-Under 5 Years	W50.30 B43.05 T93.35
Mechanic (Journeyman) over 5 years	W71.85 B45.78 T117.63
Mechanic (Journeyman) under 5 years	W71.85 B44.37 T116.22
Mechanic in Charge (Foreman) over 5 years	W80.83 B46.50 T127.33
Mechanic in Charge (Foreman) under 5 years	W80.83 B44.88 T125.71
Probationary Helper (1st 6 months)	W35.93 B42.19 T78.12

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

* Total number of helpers and apprentices shall not exceed the number of mechanics on the job , except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed, under the direction of a mechanic in wrecking old plants,handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

Craft: Elevator Constructor

COMMENTS/NOTES

SHIFT DIFFERENTIALS:

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

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

County - MERCER

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 - MERCER

Craft: Glazier PREVAILING WAGE RATE

	05/09/24
* Leadman	W53.43 B31.98 T85.41
Foreman	W55.43 B32.22 T87.65
General Foreman	W57.43 B32.47 T89.90
Journeyman	W51.43 B31.74 T83.17

Craft: Glazier APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	12.44	12.44	14.76	14.76	18.16	18.16	19.79	19.79		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MERCER

rate.

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

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

County - MERCER

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

INTERVAL	PERIOD AND RATES									
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 - MERCER

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 - MERCER

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 - MERCER

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W64.80 B37.40 T102.20	W0.00 B0.00 T104.20
General Foreman	W67.30 B37.40 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.80 B37.40 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	14.62	21.61	28.11							

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 - MERCER

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 - MERCER

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W53.54 B35.05 T88.59	W0.00 B0.00 T90.59
General Foreman	W56.04 B35.05 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.54 B35.05 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MERCER

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 - MERCER

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W54.59 B34.70 T89.29	W0.00 B0.00 T91.29
General Foreman	W57.09 B34.70 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.59 B34.70 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.62	21.61	28.11							

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 - MERCER

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 - MERCER

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

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

Ratio of Apprentices to Journeymen - *

* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

Craft: Ironworker

COMMENTS/NOTES

ROD/MESH (REINFORCING): All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites used in reinforced concrete construction, all realigning of reinforcing steel and wire mesh and the placement of reinforcing dowels.

The installation, fabrication and distribution of all materials associated with post tensioning and pre-stressing procedures on reinforced concrete jobs.

All prefabricated mates, caissons, columns, beams and walls.

The installation of reinforcing dowels into pre-drilled holes by any means necessary, including epoxy, glue, compounds or tying.

STRUCTURAL: All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites and mass timbers used in structural frame construction, and realigning of structural framing members.

The installation, fabrication and distribution of all materials associated with structural framework, regardless of material composition, including mass timbers.

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

County - MERCER

All prefabricated columns, beams and walls.

When precast, prestressed or reinforced concrete structural members (beams, columns, girders, slabs, etc.) are used in construction of bridges, buildings and other structures, and power equipment such as cranes, derricks, jacks and/or rigging used, the work of loading, unloading, moving, and placing to complete erection.

Solar canopy erection, ground mounted installation and erection of photovoltaic array assemblies.

Unitized curtain wall systems, including erection and rigging of such, regardless of material composition.

Pre-engineered metal building systems.

Steel decking and siding for building structures and canopy systems.

Offshore wind erection, fabrication, and rigging of all related components.

FENCE AND GUARDRAIL: All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, digging and anchoring, sorting, tying, welding and installation of all materials, including composites, security style fencing, regardless of materials used.

Installation, fabrication and distribution of all materials associated with Fence and Guardrail work scope, regardless of material composition.

All prefabricated fencing, permanent, temporary or otherwise.

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.
- 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, 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 - MERCER

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	22.47	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 - MERCER

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

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

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 - MERCER

Craft: Laborer - Heavy & General PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	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.

As of 3-1-25, benefits shall be 26.13.
As of 3-1-26, benefits shall be 27.13.

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 - MERCER

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

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

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

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

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

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

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

County - MERCER

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 - MERCER

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 - MERCER

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 - MERCER

Craft: Operating Engineer - Field Engineer PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer COMMENTS/NOTES

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

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

County - MERCER

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/03/24
Apprentice (1st year)	W31.33 B16.18 T47.51
Apprentice (2nd year)	W35.74 B27.13 T62.87
Foreman (Charge Person)	W45.12 B27.91 T73.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W40.35 B27.91 T68.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W44.12 B27.91 T72.03

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 - MERCER

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 R	CIAL	PAINTER						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MERCER

Craft: Pipefitter PREVAILING WAGE RATE

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Craft: Pipefitter COMMENTS/NOTES

See PLUMBERS Rates

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

County - MERCER

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 - MERCER

Craft: Plumber

PREVAILING WAGE RATE

	07/10/24
Assistant General Foreman	W61.61 B46.07 T107.68
Foreman	W61.04 B46.07 T107.11
General Foreman	W64.43 B46.07 T110.50
Journeyman	W56.52 B46.07 T102.59

Craft: Plumber

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	35%	45%	55%	65%	75%					
Benefits	28.75	31.41	34.08	36.74	39.41					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber

COMMENTS/NOTES

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

FOREMAN REQUIREMENTS (number of Plumbers on site):

- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5 gangs) and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional 10 cents per hour.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.
- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on

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

County - MERCER

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

- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, 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 - MERCER

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									
Yearly	52%	55%	60%	75%						
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 - MERCER

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 - MERCER

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									
1000 Hours	50%	55%	60%	65%	70%	75%	80%	90%		
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 - MERCER

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

INTERVAL	PERIOD AND RATES									
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:

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

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

County - MERCER

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 - MERCER

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/10/25
Foreman	W70.12 B34.25 T104.37
Journeyman	W66.22 B34.25 T100.47

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	19.87	21.19	23.18	26.49	29.80	36.42	43.05	46.36	49.67	52.98
Benefits	13.95	13.95	16.95	24.35	24.85	25.35	25.35	25.85	26.35	27.35

Ratio of Apprentices to Journeymen - 1:4

Craft: Sprinkler Fitter

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

-Second and third shifts shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours outside of the regular workday, and the first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Friday, between 7:00 AM and 6:30 PM. The first 2 hours in excess of 10 per day (11th and 12th hours), the first 10 hours on the fifth day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 12 per day, Monday through Friday, and all hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MERCER

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/08/25
Finisher	W50.22 B37.84 T88.06

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - MERCER

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	12/03/24
Finisher	W49.21 B33.44 T82.65
Setter	W64.16 B36.72 T100.88

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MERCER

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/08/25
Tile Setter	W64.21 B40.66 T104.87

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - MERCER

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/25
Grinder or Assistant	W59.72 B42.19 T101.91
Mechanic	W61.33 B42.20 T103.53
Terrazzo Resinous Worker	W51.02 B34.49 T85.51

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 Hours	35%	45%	60%	70%	80%	90%				

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

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

County - MERCER

Craft: Truck Driver

PREVAILING WAGE RATE

	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W47.56 B40.88 T88.44
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W47.56 B40.88 T88.44
Euclid-type vehicles (large off-road equipment)	W47.71 B40.88 T88.59
Helper on Asphalt Distributor truck	W47.56 B40.88 T88.44
Low Boy Driver	W49.21 B40.88 T90.09
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W47.56 B40.88 T88.44
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W47.61 B40.88 T88.49
Tractor-Trailer truck (all types)	W47.71 B40.88 T88.59
Vacuum or Vac-All truck (entire unit)	W47.56 B40.88 T88.44
Winch Trailer Driver	W47.81 B40.88 T88.69

Craft: Truck Driver

COMMENTS/NOTES

Foreman: + \$.75 cents per hour. Overtime rate shall be increased accordingly.

HAZARDOUS WASTE REMOVAL WORK:

- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + \$3.00 per hour.
- On a hazardous waste site not designated Level A, B, or C: + \$1.00 per hour.

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

SHIFT DIFFERENTIAL:

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

County - MERCER

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional \$3.00 per hour.

BLENDED RATE:

- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

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.

- Benefits on overtime shall be \$48.74.

- 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, Veteran's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

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

County - MERCER

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/24
Driver	W38.05 B40.88 T78.93
New Hires: 1st Year	W38.05 B40.88 T78.93

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

NOTE: These rates may only be used for the delivery of *materials TO the job site (*building materials that will become a permanent part of the job site, such as sand, stone, aggregates, asphalt, sheetrock, 2x4's, etc.). In addition, only the following types of truck may be used for such deliveries (Dump Truck or Flat-bed truck). Please note that this rate does not apply to material suppliers or their employees (who do not perform services at the job site), and for the delivery of equipment and/or items that will not become a permanent part of the job site.

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. Benefits on overtime shall be \$46.29.

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

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

County - MERCER

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
- Backhoe (combination)
- Boom Attachment on loaders (Except pipehook)
- Boring & Drilling Machine
- Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer
- Bulldozer, finish grade
- Cableway
- Carryall
- Concrete Pump
- Concrete Pumping System (Pumpcrete & similar types)
- Conveyor, 125 feet or longer
- Drill Doctor (Duties include dust collector and maintenance)
- Front End Loader (2 cu. yds. but less than 5 cu. yds.)
- Grader, finish
- Groove Cutting Machine (ride-on type)
- Heater Planer
- Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.
- Hydraulic Crane (10 tons & under)
- Hydraulic Dredge
- Hydro-Axe
- Hydro-Blaster

OPERATING ENGINEERS

Rates Expiration Date :

Effective Dates:

07/01/2024			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	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	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, 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
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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

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
proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2024			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.

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

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

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

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.

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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
67.13	39.13	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.75	39.13	105.88	109.57

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.13	39.13	105.26	108.94

CLASSIFICATIONS:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
69.25	39.13	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.44	39.13	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.00	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.81	39.13	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, Caulker's Helper, all other semi-skilled)

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.31	39.13	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:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
47.07	15.34	62.41	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
40.71	14.90	55.61	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
38.31	14.73	53.04	54.27	55.75

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
37.26	14.66	51.92	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
36.07	14.57	50.64	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
29.96	14.15	44.11	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
41.94	14.99	56.93	58.27	59.89

CLASSIFICATIONS:

Crane Operator

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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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.75	39.13	90.88	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Screedman

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.35	39.13	90.48	93.73

CLASSIFICATIONS:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.45	39.13	90.58	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.60	39.13	90.73	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total
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CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH

Rates Expiration Date :

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

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

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

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

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

A newly hired Helper with no experience in the industry shall be paid as follows:
1st year on the job - 70% of Helper wage rate
2nd year on the job - 80% of Helper wage rate
3rd year on the job - 90% of Helper wage rate
All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2024

Rate	Fringe	Total
37.58	34.49	72.07

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2024

Rate	Fringe	Total
47.88	34.49	82.37

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2024

Rate	Fringe	Total
54.50	34.49	88.99

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	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 - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/03/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	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

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
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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:

11/04/2024		
Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman Welder
Effective Dates:

11/04/2024		
Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman
Effective Dates:

11/04/2024		
Rate	Fringe	Total
41.73	24.77	66.50

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

ASPHALT LABORERS- NORTH

Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Electrician-Utility Work (North)
(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).
These rates apply to work contracted for by the following utility companies:
Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.
These rates do not apply to work on substations or switching stations.
For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.
3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

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

12/01/2024		
Rate	Fringe	Total
64.83	44.73	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/01/2024		
Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
58.71	40.50	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
51.37	35.44	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
76.45	52.75	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
70.33	48.52	118.85

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
68.50	47.26	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
49.54	34.18	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.75	27.42	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.70	25.32	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Electrician-Utility Work (South)
(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).
These rates apply to work contracted for by the following utility company:
Atlantic City Electric.
These rates do not apply to work on substations or switching stations.
For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.
When two (2) or three (3) shifts are worked the following shall apply:
1st shift (between the hours of 8:00 AM and 4:30 PM)
2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

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

OVERTIME:

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

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

RECOGNIZED HOLIDAYS:

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

WORKING RULES:

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

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.
A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.
There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/01/2024		
Rate	Fringe	Total
71.87	59.12	130.99

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Effective Dates:

12/01/2024		
Rate	Fringe	Total
64.01	54.22	118.23

CLASSIFICATIONS:

Foreman

Effective Dates:

12/01/2024		
Rate	Fringe	Total
60.64	52.12	112.76

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/01/2024		
Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/01/2024		
Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/01/2024		
Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/01/2024		
Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/01/2024

Rate	Fringe	Total
44.92	42.36	87.28

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.31	38.86	78.17

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.50	37.12	73.62

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
33.69	35.37	69.06

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
30.88	33.62	64.50

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:

12/01/2024

Rate	Fringe	Total
24.71	29.80	54.51

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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
80.55	39.13	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
80.10	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
79.35	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
83.10	39.13	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.53	39.13	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.00	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.78	39.13	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, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.18	39.13	116.31	120.43

CLASSIFICATIONS:

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

employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- (D) **Davis-Bacon Act**, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions
- (E) **Contract Work Hours and Safety Standards Act** applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or

subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended -

Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

- a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB

guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u).

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are

under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Reference: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Labor Standards- Davis-Bacon and Other Related Acts Compliance and Reporting

Labor Standards-Davis Bacon and Other Related Acts

The HUD requirement for Davis-Bacon Act and Other Labor Standards can be found at 24 CFR Part 570.603. https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.570&rgn=div5#se24.3.570_1603

Davis Bacon Act

Davis-Bacon prevailing wage requirements apply to construction activities that exceed the \$2,000 minimum contracted labor and when construction is carried out by contractors. Prevailing wages does not apply to projects where construction is completed by the employees of the grantee (force account labor), or when the construction is for the rehabilitation of residential units with less than 8 units. For the St. Johns County CDBG-DR projects, the Davis-Bacon wage requirements applies to all infrastructure projects and the new construction of multi-family rental units.

Copeland Anti-Kickback Act

Employees must be paid weekly, deductions must be permissible, and payrolls must be submitted weekly by the contractor.

Contract Work Hours and Safety Standards Act

Applies to contracts over \$100,000 and requires that employees are paid overtime for all hours over 40 at time and one-half pay. Contractors that violate this requirement may be required to pay a penalty of \$10 per day for each violation.

Section 3

Requires opportunities for training and employment to low income residents that reside in the project area, and award of contracts to businesses that provide employment opportunities to low-and very-low income residents.

Labor Standards Compliance Requirements- Bidding

- The procurement process needs to include any applicable labor standards and the most current wage determination in the bid documents and contract. Wage determinations have moved from the Department of Labor site to the Sam.gov site <https://beta.sam.gov/search?index=wd>
- There are 4 categories of wage determinations, and the correct one for the geographical area of the project location must be used as follows:
 - Multi-family residential project- **Residential** wage determination (if the project design results in the construction of apartment buildings higher than 4 stories, the **Building** wage determination

- Infrastructure projects- **Heavy** wage determination
- The St. Johns County project does not currently have any road projects requiring the **Highway** wage determination
- Any job classification not appearing on the wage determination for a project will require a written request for an additional classification and corresponding wage rate. The contractor is responsible for notifying the County of the need for an additional classification.
- The wage determination in the bid documents may be modified up to 10 days prior to the bid due date, notification to the potential bidders must be done in accordance with the County's purchasing policy.
- If construction does not begin within 90 days of the award to the contractor, a review for any modifications to the wage determination must be completed. The contractor will be required to pay prevailing wages according to the new wage determination.

Enforcement of Labor Standards- Responsibility of Grant Recipient

- St. Johns County is required to enforce the labor standards throughout the construction activity of the project, including:
 - Pre-construction conference- Not mandatory but is considered a best practice as it's an opportunity to provide guidance and set expectations of contractor compliance
 - Establish that payrolls must be submitted weekly by the prime contractor
 - Provide guidance on wage rates, weekly pay, overtime pay requirements and payroll deductions
 - Explain the employee interview process
 - Require posting by contractor of required notices- poster needs to be updated to include the County's contact for employees to notify of any violations of these labor standards (see poster attached to this guidance).
 - Notice to Proceed- establishes the construction start date and initiates requirement for weekly payroll submissions
 - Payroll Review- Contractor is required to submit signed weekly payrolls for its employees as well as those for the subcontractors
 - Submission of weekly payrolls must be timely
 - The HUD form (WH-347) is not required to be used but all information needed to confirm compliance must be included, with a signed Statement of Compliance
 - Weekly payrolls must be reviewed to ensure workers are not making less than the prevailing wage in the wage determination, overtime is paid if applicable, and deductions are within regulatory requirements

- Any underpayments must be corrected by the contractor/subcontractor and corrected payrolls submitted. The prime contractor is responsible for ensuring that all employees are paid in accordance with these labor standards.
- The consequences of not-compliance by the prime contractor includes wage restitution, liquidated damages, and potentially recommendation for debarment.
- Contractors/subcontractors must pay not less than the wage rate plus the fringe (if any listed) on the wage determination for the correct job classification of the employee. If fringe is paid for benefits including health insurance, retirement, or other non-mandatory benefits, documentation must be obtained from the contractor/subcontractor to show compliance.

○ On-Site

Example: For this job classification of Operator: Loader, the minimum hourly rate is \$11.31 + \$2.02 = \$13.33/hour. A combination of hourly pay plus non-mandatory fringe paid by the contractor/subcontractor on behalf of the employee can make up the minimum hourly paid.

OPERATOR: Loader.....\$ 11.31 2.02

Interviews- the interview of workers on the project is completed to corroborate the information provided in the certified payrolls.

- HUD-11 Record of Employee Interview form is used to record information from on-site interview
 - Interview should be conducted on the job site and in one-on-one meeting with the employee, the interviewer must observe and note the work the interviewed employee performed
 - On-Site interview records are compared to the certified payroll information and any discrepancies must be noted and action taken to clarify and/or investigate potential underpayments
- Pay Requests from Contractor
- Certified payroll through the time period of a pay request should be reviewed and verified as conforming to the wage determination prior to approval of payment
 - Final Payment and project close-out- confirm all payrolls received and any underpayments resolved before final payment to contractor and project close-out.

Reporting

A semi-annual report (due every 6 months) must be compiled and submitted to DEO for all construction contracts. Report form HUD-4710 and instructions are available on the HUD website.

Construction for the St. Johns projects that are subject to these labor standards and reporting began in June, 2020, so the first reporting period will be for the time May 1 through September 30, 2020. This report will be due to DEO by October 15, 2020.

Report information will be compiled using executed contracts through the time period which had construction start dates (NTP) during the time period. A draft report is prepared and forwarded to the St. Johns County CDBG-DR staff for approval and submission to DEO.

U.S. Department of Labor- Wage and Hour Division website:

<https://www.dol.gov/agencies/whd/government-contracts/construction>

HUD Website- Davis Bacon Forms

https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform

Guidance and reporting documents can be found on the St. Johns SharePoint by following this link:

[https://tetrattechinc.sharepoint.com/sites/103-](https://tetrattechinc.sharepoint.com/sites/103-FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FDavis%20Bacon%20Forms%20and%20Reports)

[FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FDavis%20Bacon%20Forms%20and%20Reports](https://tetrattechinc.sharepoint.com/sites/103-FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FDavis%20Bacon%20Forms%20and%20Reports)

The wage determination and certified payrolls for the Hastings II lift station project underway, which have been reviewed or are currently under review by Tt at the request of St. Johns County have been uploaded to the SharePoint in this folder: [https://tetrattechinc.sharepoint.com/sites/103-](https://tetrattechinc.sharepoint.com/sites/103-FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FHastings%2FHastings%20II%20Davis%20Bacon%20Documentation)

[FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FHastings%2FHastings%20II%20Davis%20Bacon%20Documentation](https://tetrattechinc.sharepoint.com/sites/103-FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FHastings%2FHastings%20II%20Davis%20Bacon%20Documentation)

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WHD 08/15/17

FEDERAL DEBARMENT CERTIFICATION FORM

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS FOR CERTIFICATION ON PAGE 2)

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

GENERAL CONDITIONS

PART II

FEDERAL REQUIREMENTS

All bidders must comply with the following Federal requirements:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601

"No person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

2. Executive Order 11063, as amended.

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

3. Executive Order 11246

- A. If the contract amount is less than ten thousand (\$10,000) dollars) the following conditions shall apply:

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the

following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. If the contract amount exceeds ten thousand (\$10,000) dollars) the following conditions shall apply:

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

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

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.

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

<u>Goals and Timetables for</u>	<u>Goals and Timetables for</u>
<u>Minority Participation</u>	<u>Female Participation in</u>
<u>for Each Trade</u>	<u>Each Trade</u>

14.9%

6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Passaic County.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

(1) As used in these specifications:

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

(b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

(c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(d) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

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

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

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

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

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7) b above.

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

(g) Review, at least annually, the company's EEO policy and

affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.

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

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

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

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

(n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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

(8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a contractor association, Joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

(11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.

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

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

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.)

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

5. Federal Labor Standards Provisions

See HUD form 4010

6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u).

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- A. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- B. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- C. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- D. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- E. The contractor agrees that in order for a Section 3 worker to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
- F. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

- 1) It is at least 51 percent owned and controlled by low- or very low-income persons;
- 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
- 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1) The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2) The worker is employed by a Section 3 business concern; or
- 3) The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Firms needing to hire new workers, can use the below portal:

<https://hudapps.hud.gov/OpportunityPortal/>

7. Lead Based Paint Requirements.

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

8. Clean Air and Clean Water Acts.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

9. Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

10. Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Section 109 of the Housing and Community Development Act of 1974.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

12. Age Discrimination Act of 1975.

"No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

13. Section 504 of the Rehabilitation Act of 1973.

"No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

14. OTHER REQUIREMENTS OF 2 CFR PART 200

(a) Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#). Use www.SAM.gov

(b) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment 10B - Certification

(c) Procurement of recovered materials.

The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Section 3 language for procurement documents and contracts

(This language is to be included in all procurement documents/solicitations and all covered contracts)

- L. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- M. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- N. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- O. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- P. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- Q. The contractor agrees that in order for a Section 3 worker to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
- R. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- S. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- T. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will

not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- U. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- V. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- W. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

- 4) It is at least 51 percent owned and controlled by low- or very low-income persons.
- 5) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*: or
- 6) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1) The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2) The worker is employed by a Section 3 business concern; or
- 3) The worker is a YouthBuild participant.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

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

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

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

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%

A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By:	Telephone Number/E-mail Address:
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Use additional sheets if necessary.

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT – FEDERAL SECTION 3 REQUIREMENTS AND REPORTING

Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects that build and rehabilitate housing; improve roads and community centers; and help families achieve the American Dream.

The Section 3 regulation acknowledges that HUD funding typically results in projects/activities that generate new contracting, employment, and other economic opportunities that not only affect bricks and mortar, but also create a multiplier effect for local housing providers and businesses that provide goods and services.

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75.

HUD created the Section 3 worker and Targeted Section 3 worker concepts so that HUD could track and set benchmarks to target selected categories of workers and to recognize the statutory requirements pertaining to contracting opportunities for business concerns employing low- and very-low income persons.

What triggers the requirements of Section 3?

Each recipient of \$200,000 of covered HUD funding is required to comply with Section 3. Section 3 applies to all projects and activities involving housing construction, rehabilitation, or other public construction that is funded with covered HUD funding.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in:

- new employment or
- contracting or
- training opportunities, then the requirements have not been triggered

Section 3 Worker by Definition

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant

Section 3 Certification of Intent to Comply

Section 3 Intent to Comply

_____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within the City of Trenton.

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
 - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - 2. Participants in YouthBuild Programs, and
 - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Requirements when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Certification of Intent to Comply.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - b. Applicants selected to carry out YouthBuild projects;

- c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
 - I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
 - J. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
 - K. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
 - L. To submit reports to DCED and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
 - M. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
 - N. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

Contractor Certification

As an officer and representative of _____ [Name of Contractor]

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

Targeted Section 3 Worker Definition (for public housing):

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant

Targeted Section 3 Worker Definition (for housing and community development):

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Living within 1 mile radius of the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A YouthBuild participant

Certification of Section 3 Business Concern

Business concerns may self-certify to claim that they meet the requirements as defined in the regulations in [§ 75.5](#). Once a business is certified as a Section 3 business concern it will retain that status for as long as it continues to meet the definition outlined in [§ 75.5](#). Recipients should require a self-certified Section 3 business concern to submit some type of certification form during the bidding or contracting process for businesses bidding on a Section 3 activity or project.

The determination of certification as a Section 3 business concern is made in the initiation stage of developing a contract or subcontract and prior to its execution. Information submitted by businesses must be verified for Section 3 compliance before awarding contracts or subcontracts to those businesses who self-certified.

The requirement to self-certify and the determination of certification prior to contract or subcontract execution provides program participants with certainty in their Section 3 strategies. While HUD maintains a self-certified Opportunity Portal database, it does not verify the information submitted by the businesses and does not endorse the services they provide. The process to verify and finalize certification is the responsibility of the recipient.

Safe Harbor Benchmarks

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers). In connection with the final rule, 24 CFR Part 75, HUD published a document citation via the federal register, 85 FR 60907, Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses.



The new Section 3 regulation, 24 CFR Part 75 still aims to ensure that economic opportunities, most

importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent. Requiring recipients of certain HUD housing and community development financial assistance, to the greatest extent feasible, to provide employment and job training for low- and very low-income persons and contracting opportunities to business concerns which provide economic opportunities to low- and very low-income persons in connection with projects and activities in their neighborhoods.

HUD established nationwide benchmarks for work performed by tracking the labor hours. The **two benchmarks are (1)** twenty-five percent (25%) or more of the total number of labor hours worked on a Section 3 project is performed by Section 3 workers; and **(2)** five percent (5%) or more of the total number of labor hours worked on a Section 3 project is performed by Targeted Section 3 workers. The five percent is within the twenty-five percent. The labor hours reported must include any labor hour charged against the budget of the project.

Section 3 Projected Hours & Available Positions Tracking

How many positions available	Provide projected hours			
	Project Name:	Non Section 3 Worker	Section 3 Worker	Targeted Section 3 Worker
	Contractor Name:			
	List Projected available Positions			
		At the time of bid, contractor are to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.		

Section 3 Opportunity Portal

The [Section 3 Opportunity Portal](#) is intended to assist recipients of Section 3 covered funding and Section 3 business concerns meet their obligations for employment, hiring, and contracting under the final rule, and serve as a helpful tool in locating or connecting Section 3 business concerns and Section 3 workers within the community.

- Section 3 workers may use the site to search for employment opportunities and post a resume to their profile for companies seeking Section 3 workers
- Section 3 business concerns may use the site to self-certify as a Section 3 business concern, post or search job/contract opportunities, or search for low- and very low-income workers to fill positions and become Section 3 workers
- Section 3 recipients may use the site to identify businesses that have self-certified to have met the definition of a Section 3 business concern, post or search job/contracting opportunities, or search for low- and very low-income workers to fill positions and become Section 3 workers for their jurisdiction's Section 3 projects



Users can search for jobs, training positions, or contracts without creating a Portal sign-in. Users must complete a free registration and sign-in to post resumes, jobs, training opportunities, contracts, or search job applicants.

HUD maintains this database for the convenience of the recipients of Section 3 covered funding. HUD does not verify information submitted by the businesses, eligible Section 3 workers, or Section 3 recipients within the database. It is the responsibility of the Section 3 business concern or Section 3 recipient to verify the information, as outlined in [§ 75.5](#), upon hiring Section 3 workers or contracting with Section 3 business concerns. Additionally, by maintaining the database, HUD does not indirectly or definitely verify the information submitted nor does it endorse the services they provide. Users of the database are encouraged to use due diligence to ensure sufficient capacity or qualifications before awarding contracts or hiring individuals that have submitted information to the Section 3 Opportunity Portal.

If you believe that a firm has misrepresented itself as a Section 3 business concern, please email HUD at Section3@hud.gov.

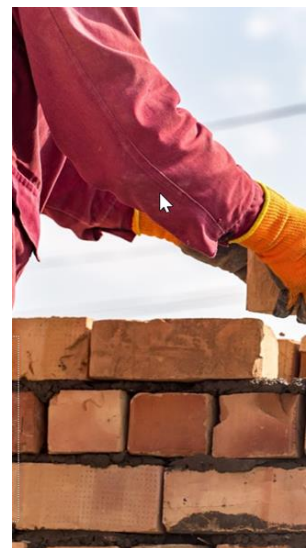
Website: <https://hudapps.hud.gov/OpportunityPortal/>

Certification of Section 3 Business Concerns

Business concerns may self-certify to claim that they meet the requirements as defined in the regulations in [§ 75.5](#). Once a business is certified as a Section 3 business concern it will retain that status for as long as it continues to meet the definition outlined in [§ 75.5](#). Recipients should require a self-certified Section 3 business concern to submit some type of certification form during the bidding or contracting process for businesses bidding on a Section 3 activity or project.

The determination of certification as a Section 3 business concern is made in the initiation stage of developing a contract or subcontract and prior to its execution. Information submitted by businesses must be verified for Section 3 compliance before awarding contracts or subcontracts to those businesses who self-certified.

The requirement to self-certify and the determination of certification prior to contract or subcontract execution provides program participants with certainty in their Section 3 strategies. While HUD maintains a self-certified Opportunity Portal database, it does not verify the information submitted by the businesses and does not endorse the services they provide. The process to verify and finalize certification is the responsibility of the recipient.



Counting Worker Hours

The final rule tracks and reports labor hours instead of new hires. The final rule's **focus on labor hours performed by low- and very low-income workers**

Collecting Labor Hours – *use Monthly Labor Hours Tracking Form*

Recipient agencies and contractors must collect the following information:

- The total number of labor hours worked
- The total number of labor hours worked by Section 3 workers
- The total number of labor hours worked by Targeted Section 3 workers

Recruitment Outreach Strategies

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that, they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities the recipient or contractor is considered to be in compliance with Section 3. Absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).



Successful methods by which a business can locate and hire Section 3 workers within the area of the project or in public housing development projects include:

- **Accessing HUD's Section 3 Opportunity Portal** to help connect HUD funding recipients, Section 3 business concerns, and Section 3 workers. HUD funding recipients and their contractors can post contract opportunities; Section 3 business concerns are able to post training/job opportunities for Section 3 workers; and Section 3 workers are able to post their resume.
- **Informing local PHAs**, in particular the PHAs Resident Councils, Resident Management Corporations, or other resident organization, of any training/job opportunities
- **Distributing flyers/posting signs** in the area of the development/project and in projects owned and managed by the PHA
- **Placing help wanted ads** in local newspapers or online
- **Cultivating local contacts** such as community development organizations, business development agencies, minority contracting associations, apprenticeship development programs, YouthBuild, Jobs Corps, and employment agencies

HUD funding recipients can recruit potential Section 3 business concerns by:

- **Implementing a resident business development initiative or business incubator** to support resident entrepreneurship (e.g. resident contracting program, family day care program, and revolving loan program)
- **Educating local unions** on Section 3 or creation of apprenticeship programs with those local unions
- **Holding hiring fairs** that includes Section 3 informational sessions and invite local business and industry as well as local business association groups
- **Partnering with local business start-up groups** and business incubators
- **Establishing clear and robust contracting guidelines** ensuring everyone bidding is aware of any Section 3 requirements
- **Advising Section 3 business concerns** as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance

Section 3 Labor Hours Summary Report *(regulation 24 CFR Part 75)*

Economic Opportunities for Low – and Very Low-Income Persons

1. Submitting Business Name:

2. Project Name:

3. Project Address / Location

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4. Contact Person

5. Contact Number:

6. Contact Email Address

--	--	--	--

9. Project Dates:

7. Reporting Period (Month & Year):

8. Date Report Submitted:

(Start Date - End Date)

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10. Total Awarded Amount:

11. Funding Program Name and Amount: (HOME, CDBG, & CDBG-CV)

	HOME:		CDBG:		CDBG-CV:	
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Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

	A	B	C	D	E	F	
	Business Name	All Workers Labor Hours	Section 3 Workers Labor Hours	% of Section 3 Worker Labor Hours	Targeted Section 3 Workers Labor Hours	% of Targeted Section 3 Worker Labor Hours	Section 3 Trainees (If yes, enter "1")
1	Developer			33.33%		33.33%	0
2	General Contractor	0	0	#DIV/0!	0	#DIV/0!	0
3	Sub 1	0	0	#DIV/0!	0	#DIV/0!	0
4	Sub 2	0	0	#DIV/0!	0	#DIV/0!	0
5	Sub 3	0	0	#DIV/0!	0	#DIV/0!	0
6	Sub 4	0	0	#DIV/0!	0	#DIV/0!	0
7	Sub 5	0	0	#DIV/0!	0	#DIV/0!	0
8	Sub 6	0	0	#DIV/0!	0	#DIV/0!	0
9	Sub 7	0	0	#DIV/0!	0	#DIV/0!	0
10	Sub 8	0	0	#DIV/0!	0	#DIV/0!	0
11	Sub 9	0	0	#DIV/0!	0	#DIV/0!	0
12	Sub 10	0	0	#DIV/0!	0	#DIV/0!	0
13	Sub 11	0	0	#DIV/0!	0	#DIV/0!	0
14	Sub 12	0	0	#DIV/0!	0	#DIV/0!	0
15	Sub 13	0	0	#DIV/0!	0	#DIV/0!	0
16	Sub 14	0	0	#DIV/0!	0	#DIV/0!	0
17	Sub 15	0	0	#DIV/0!	0	#DIV/0!	0
18	Sub 16	0	0	#DIV/0!	0	#DIV/0!	0
19	Sub 17	0	0	#DIV/0!	0	#DIV/0!	0
20	Sub 18	0	0	#DIV/0!	0	#DIV/0!	0
21	Sub 19	0	0	#DIV/0!	0	#DIV/0!	0
22	Sub 20	0	0	#DIV/0!	0	#DIV/0!	0
	TOTAL	0	0	#DIV/0!	0	#DIV/0!	0
	Business Name	All Workers Labor Hours	Section 3 Workers Labor Hours	% of Section 3 Worker Labor Hours	Targeted Section 3 Workers Labor Hours	% of Targeted Section 3 Worker Labor Hours	Section 3 Trainees (If yes, enter "1")

Section 3 Labor Hours Verification (prior 3-month period) (24 CFR Part 75)

Please complete the form below for your entire workforce labor hours for a **3-month period**.

1. Submitting Business Name: **2. Business Street Address, City, State, and Zip Code**

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4. Contact Person **5. Contact Number** **6. Contact Email Address**

--	--	--

7. Reporting Period (prior 3-months - "Month, Month, and Month") **8. Date Report Submitted**

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	A	B	C	D	E	F	G
	Months	Enter the Month		Enter the Month		Enter the Month	
	Worker Name	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours
1	Worker Name 1						
2	Worker Name 2						
3	Worker Name 3						
4	Worker Name 4						
5	Worker Name 5						
6	Worker Name 6						
7	Worker Name 7						
8	Worker Name 8						
9	Worker Name 9						
10	Worker Name 10						
11	Worker Name 11						
12	Worker Name 12						
13	Worker Name 13						
14	Worker Name 14						
15	Worker Name 15						
16	Worker Name 16						
17	Worker Name 17						
18	Worker Name 18						
19	Worker Name 19						
20	Worker Name 20						
21	Worker Name 21						
22	Worker Name 22						
23	Worker Name 23						
24	Worker Name 24						
25	Worker Name 25						
26	Worker Name 26						
27	Worker Name 27						
28	Worker Name 28						
29	Worker Name 29						
30	Worker Name 30						
	TOTAL	0	0	0	0	0	0
	Section 3 Labor Hours Percentage		#DIV/0!		#DIV/0!		#DIV/0!
	Worker Name	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours

I certify that the total workforce labor hours and Section 3 workers labor hours provided are true and accurate. I will promptly provide supporting documentation (i.e. certified payrolls, etc.) as requested by Housing and Revitalization Department Section 3 Program Manager or designee.

Print Name

Title

Signature

Date



Section 3 Worker and Targeted Section 3 Worker Self-Certification

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

City of Columbia Section 3 Income Limits

Eligibility Guidelines: The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of Columbia FY 2022

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$16,950
Very Low Income Limits (50%)	\$28,250
Low Income Limits (80%)	\$45,150

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A ~~YouthBuild~~ participant.

Targeted Section 3 Worker Definition (for public housing)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A ~~YouthBuild~~ participant.

Targeted Section 3 Worker Definition (for housing and community development)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Living within 1 mile radius of the service area or the neighborhood of the project, as defined in 24 CFR 75.5



Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? ☐ YES ☐ NO
2. Are you a resident of the City of Columbia ☐ YES ☐ NO

Select from **ONE** of the following two options below:

I qualify as a:

3. ☐ **Section 3 Worker** (as defined on page 3 of Section 3 Worker Certification Form)
4. ☐ **Targeted Section 3 Worker** (as defined on page 3 of Section 3 Worker Certification Form)
5. In the field below, select the amount of individual income you believe you earn on an annual basis. *The grantee should confirm that their state and local laws do not prohibit this question.

- | | | |
|--|--|---|
| <input type="checkbox"/> Less than \$10,000 | <input type="checkbox"/> \$30,001 - \$40,000 | <input type="checkbox"/> More than \$60,000 |
| <input type="checkbox"/> \$10,001 - \$20,000 | <input type="checkbox"/> \$40,001 - \$50,000 | |
| <input type="checkbox"/> \$20,001 - \$30,000 | <input type="checkbox"/> \$50,001 - \$60,000 | |

Employee Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ **Date Hired:** _____

Signature: _____ **Date:** _____



FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Was this an applicant who was hired as a result of the Section 3 project? ☐ YES ☐ NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE
FOR FIVE YEARS.**

"General Decision Number: NJ20250035 01/03/2025

Superseded General Decision Number: NJ20240035

State: New Jersey

Construction Type: Building

County: Mercer County in New Jersey.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number Publication Date
0 01/03/2025

Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



WAGE AND HOUR DIVISION

Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

ASBE0089-004 07/01/2024

	Rates	Fringes
--	-------	---------

ASBESTOS WORKER/HEAT & FROST INSULATOR ((includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)).....	\$ 55.15	38.80
--	----------	-------

PAID HOLIDAYS:

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

BRNJ0002-013 05/01/2021

	Rates	Fringes
--	-------	---------

Bricklayer.....	\$ 45.20	33.26
-----------------	----------	-------

Work on high stacks: 22% per hour additional.

BRNJ0007-015 06/06/2022

MERCER COUNTY (north of Route 33)

	Rates	Fringes
--	-------	---------

Tile finisher.....	\$ 47.60	32.11
Tile setter.....	\$ 62.01	35.28

Tile finisher:

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

BRNJ0007-018 06/06/2022

MERCER COUNTY (south of Route 33)

	Rates	Fringes
--	-------	---------

Tile finisher.....	\$ 47.60	32.11
Tile setter.....	\$ 62.01	35.28

Tile finisher:

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

CARP0006-009 05/01/2024

	Rates	Fringes
--	-------	---------

CARPENTER (Scaffold Builder).....	\$ 56.01	59.25%+\$0.14
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The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-011 05/01/2024

	Rates	Fringes
--	-------	---------

CARPENTER

Including Acoustical Ceiling Installation, Drywall Hanging and Formwork.....	\$ 56.01	59.25%+\$0.14
--	----------	---------------

CARP0715-007 05/01/2020

	Rates	Fringes
--	-------	---------

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

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

ELEC0269-016 01/01/2019

	Rates	Fringes
--	-------	---------

ELECTRICIAN

Cable Splicer.....	\$ 52.71	61.93%
Electrician (Includes Low Voltage Wiring).....	\$ 50.20	61.93%

ELEV0005-004 01/01/2024

	Rates	Fringes
--	-------	---------

Elevator mechanic.....	\$ 68.97	37.885+a+b
------------------------	----------	------------

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

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

ENGI0825-020 07/01/2024

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 60.47	36.25
GROUP 2.....	\$ 58.88	36.25
GROUP 3.....	\$ 56.97	36.25
GROUP 4.....	\$ 55.34	36.25
GROUP 5.....	\$ 51.63	36.25

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site,

where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

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

DEFINITION OF GROUPS:

GROUP 1:

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

GROUP 2:

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

GROUP 3:

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

GROUP 4:

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

GROUP 5:

Oiler

IRON0399-016 07/01/2023

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 51.99	37.15
Structural, Ornamental, Rigger.....	\$ 52.99	37.15

LAB00008-001 05/01/2011

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

The removal, abatement, enclosure and decontamination of

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

LAB00222-006 07/01/2012

	Rates	Fringes
--	-------	---------

LABORER

MASON TENDER:

Brick/Cement/Concrete.....	\$ 29.85	23.07
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LAB00222-009 07/01/2012

	Rates	Fringes
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Laborers:

Asphalt Shoveler, Asphalt
Spreader, Common or
General Laborer, Landscape
Laborer, Pipelayer, Power
Tool Operator and
Screedman.....

	\$ 29.35	23.07
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PAIN0711-017 05/01/2024

	Rates	Fringes
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Glazier.....	\$ 51.43	12%+24.54
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Work welding or using a cutting torch: \$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: \$1.00 per hour additional.

PAIN0711-018 05/01/2024

	Rates	Fringes
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DRYWALL FINISHER/TAPER.....	\$ 43.41	29.86
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PAIN0711-020 05/01/2017

	Rates	Fringes
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PAINTER (Brush & Roller).....	\$ 39.25	22.66
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PAINTER (Paperhanger).....	\$ 40.19	22.72
PAINTER (Spray).....	\$ 40.28	19.98

PLAS0008-007 05/01/2021

	Rates	Fringes
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Plasterer.....	\$ 38.37	31.64
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PLAS0592-036 05/01/2023

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 48.96	33.97
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PLUM0009-016 07/01/2024

MERCER COUNTY (south of a line drawn from the point at which Rt. 602 (also known as Hopewell - Wertsville Rd.) meets the Hunterdon/Mercer County line; then, south along Rt. 602 (also known as Hopewell - Wertsville Rd.) to the Borough of Hopewell, includes the Borough of Hopewell; then, east along the Reading Railroad to the Mercer/Somerset County line (Province Line Rd.))

	Rates	Fringes
--	-------	---------

PIPEFITTER (Including HVAC Pipe Installation).....	\$ 56.52	45.75
Service and Repair.....	\$ 37.48	21.08
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 56.52	45.75
Service and Repair.....	\$ 37.48	21.08

PLUM0024-009 05/01/2024

MERCER COUNTY (north of a line drawn from the point at which Rt. 602 (also known as Hopewell - Wertsville Rd.) meets the Hunterdon/Mercer County line; then, south along Rt. 602 (also known as Hopewell - Wertsville Rd.) to the Borough of Hopewell, includes the Borough of Hopewell; then, east along the Reading Railroad to the Mercer/Somerset County line (Province Line Rd.)):

	Rates	Fringes
--	-------	---------

PLUMBER, Excludes HVAC Pipe Installation.....	\$ 60.49	42.90
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PLUM0475-010 05/01/2023

MERCER COUNTY (north of a line drawn from point at which Rt. 602 (also known as Hopewell - Wertsville Rd.) meets the Hunterdon/Mercer County line; then, south along Rt. 602 (also known as Hopewell - Wertsville Rd.) to the Borough of Hopewell, includes the Borough of Hopewell; then, east along the Reading Railroad to the Mercer/Somerset County line (Province Line Rd.)):

	Rates	Fringes
--	-------	---------

PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 54.43	46.26
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 ROOF0030-027 05/01/2024

	Rates	Fringes
Roofer		
SHINGLES.....	\$ 34.35	21.85
SLATE AND TILE.....	\$ 37.35	21.85
ALL OTHER WORK.....	\$ 44.13	34.33

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

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

PAID HOLIDAY:

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

 SFNJ0669-003 01/01/2024

MERCER COUNTY (does not include the town of Trenton)

	Rates	Fringes
Sprinkler fitter (Fire Sprinklers).....	\$ 52.19	35.92

 SFNJ0692-002 05/01/2021

Within 15 miles beyond the city limits of Philadelphia.

	Rates	Fringes
Sprinkler fitter (Fire Sprinklers).....	\$ 60.83	30.34

 SHEE0027-009 06/01/2024

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 59.08	47.06

 TEAM0469-004 05/01/2024

	Rates	Fringes
Truck drivers:		
Dump Truck.....	\$ 47.56	40.725
Off the Road Truck.....	\$ 47.71	40.725

Hazardous waste removal work:

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

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for

any workers other than the truck driver: \$3.00 per hour additional.

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

PAID HOLIDAYS:

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

VACATION PAY CREDIT:

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

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"



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 - MERCER

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/07/25
Journeyman (Mechanic)	W46.23 B31.42 T77.65

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MERCER

Craft: Boilermaker

PREVAILING WAGE RATE

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

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MERCER

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 - MERCER

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 - MERCER

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									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
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 - MERCER

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 - MERCER

Craft: Carpenter

PREVAILING WAGE RATE

	05/09/24
Foreman	W64.41 B38.73 T103.14
Journeyman	W56.01 B33.76 T89.77

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.57			

Ratio of Apprentices to Journeymen - 1:3

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

Craft: Carpenter

COMMENTS/NOTES

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

INTERVAL PERIOD AND RATES
 Yearly 40% 55% 65% 80%
 Benefits 59.25% of apprentice wage rate for all intervals + \$0.57

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.
- All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

OVERTIME:

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

County - MERCER

- 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 - **MERCER**

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 Rate	for all	intervals	+ \$0.48		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

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

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

County - MERCER

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

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

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

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

County - MERCER

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 - MERCER

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 - MERCER

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 - MERCER

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									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
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 - MERCER

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MERCER

Craft: Diver

PREVAILING WAGE RATE

	05/01/24
Diver	W64.72 B52.74 T117.46
Tender	W52.98 B52.74 T105.72

Craft: Diver

COMMENTS/NOTES

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

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:

0-59 feet: No additional wage
60-74 feet: + \$0.25 per foot
75-125 feet: + \$0.78 per foot

MIXED GAS DIVES:

0-74 feet: No additional wage
75-125 feet: + \$1.00 per foot
126-200 feet: + \$2.00 per foot

PENETRATION DIVES:

126-200 feet: + \$1.50 per foot
201-275 feet: + \$1.75 per foot
276-350 feet: + \$2.00 per foot
351-425 feet: + \$2.50 per foot

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - MERCER

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/01/24
Foreman	W60.93 B52.74 T113.67
Foreman (Concrete Form Work)	W59.82 B39.39 T99.21
Journeyman	W52.98 B52.74 T105.72
Journeyman (Concrete Form Work)	W52.02 B39.39 T91.41

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	21.19	26.49	34.44	42.38						
Benefits	34.70	for all	intervals							

Ratio of Apprentices to Journeymen - *

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

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	20.81	26.01	33.81	41.62
Benefits	26.73 for all intervals			

CREOSOTE HANDLING:

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

HAZARDOUS WASTE WORK:

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

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

FOREMAN REQUIREMENTS:

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

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

County - MERCER

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - MERCER

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

INTERVAL	PERIOD AND RATES									
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 - MERCER

Craft: Electrician

PREVAILING WAGE RATE

	01/08/25	07/07/25
Asst. General Foreman	W71.70 B48.13 T119.83	W73.90 B49.58 T123.48
Crane Operator, High Voltage Splicer, Welder	W65.73 B44.21 T109.94	W67.72 B45.51 T113.23
Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34
General Foreman	W77.70 B52.08 T129.78	W80.05 B53.63 T133.68
Journeyman	W59.75 B40.27 T100.02	W61.56 B41.46 T103.02

Craft: Electrician

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	17.93	23.90	29.88	35.85	44.81					
Benefits	65.8% of	Apprentic	Wage	Rate	+ \$0.96					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 7-7-25:

INTERVAL PERIOD AND RATES
 Yearly 18.47 24.62 30.78 36.94 46.17
 Benefits 65.8% of Apprentice Wage Rate + \$0.96

FOREMAN REQUIREMENTS:

- When there are 2 or more electricians on the job, 1 shall be designated a Foreman.
- 1 additional Foreman shall be designated for every 10 additional electricians.
- When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate,

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

County - MERCER

per hour, inclusive of benefits.

- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

- The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, 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.

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

RECOGNIZED HOLIDAYS: New Year's Day, 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 - MERCER

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	09/01/24
Assistant General Foreman	W54.75 B36.82 T91.57
Foreman	W49.93 B33.66 T83.59
General Foreman	W56.94 B38.25 T95.19
Journeyman Technician	W43.80 B29.65 T73.45
Lead Foreman	W52.12 B35.10 T87.22
Working Foreman	W47.74 B32.23 T79.97

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	20.95	24.80	31.21	36.77						
Benefits	65.2% of	Apprentic	Wage	Rate	+ \$0.71					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 9-1-24;

INTERVAL PERIOD AND RATES
 Yearly 21.46 25.40 31.39 37.67
 Benefits 65.5% of Apprenticeship Wage Rate + \$0.96

NOTE: These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.

FOREMAN REQUIREMENTS:

1 to 10 workers- 1 Working Foreman
 11 to 20 workers- 1 Working Foreman and 1 Foreman
 21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman

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

County - MERCER

31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman
41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman
51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman
61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman
71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman
81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman
91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, 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 - MERCER

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

	01/01/25	07/07/25
Assistant General Foreman	W71.70 B48.13 T119.83	W73.90 B49.58 T123.48
Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34
General Foreman	W77.70 B52.08 T129.78	W80.05 B53.63 T133.68
Journeyman Technician	W59.75 B40.27 T100.02	W61.56 B41.46 T103.02
Lead Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34
Working Foreman	W68.75 B46.19 T114.94	W70.80 B47.54 T118.34

Craft: Electrician - Teledata (16 Instruments & More)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	17.93	23.90	29.88	35.85	44.81					
Benefits	65.8% of	Apprentice	Wage	Rate	+ \$0.96					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 7-7-25:

INTERVAL PERIOD AND RATES
 Yearly 18.47 24.62 30.78 36.94 46.17
 Benefits 65.8% of Apprentice Wage Rate + \$0.96

NOTES:

1) These rates are for service, maintenance, moves and/or changes affecting 16 or more instruments, and fiber optic work. These rates may NOT be used for any new construction.

2) The number of electricians on the jobsite is the determining factor for which Foreman Category applies.

FOREMAN REQUIREMENTS:

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

County - MERCER

1 to 10 workers- 1 Working Foreman
11 to 20 workers- 1 Working Foreman and 1 Foreman
21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman
31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman
41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman
51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman
61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman
71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman
81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman
91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, 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 - MERCER

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	01/08/25	07/07/25
Assistant General Foreman	W71.70 B47.31 T119.01	W73.90 B48.73 T122.63
Crane Operator, High Voltage Splicer, Welder	W65.73 B43.45 T109.18	W67.42 B44.54 T111.96
Foreman	W68.75 B45.40 T114.15	W70.80 B46.73 T117.53
General Foreman	W77.70 B51.19 T128.89	W80.05 B52.71 T132.76
Groundman, Truck & Winch Operator- Level I	W17.93 B12.55 T30.48	W18.47 B12.90 T31.37
Groundman, Truck & Winch Operator- Level II	W23.90 B16.41 T40.31	W24.62 B16.87 T41.49
Groundman, Truck & Winch Operator- Level III	W29.88 B20.27 T50.15	W30.78 B20.85 T51.63
Groundman, Truck & Winch Operator- Level IV	W38.84 B26.07 T64.91	W40.01 B26.82 T66.83
Groundman, Truck & Winch Operator- Level V	W47.80 B31.86 T79.66	W49.25 B32.80 T82.05
Heavy Equipment Operator	W59.75 B39.58 T99.33	W61.56 B40.75 T102.31
Journeyman Lineman	W59.75 B39.58 T99.33	W61.56 B40.75 T102.31

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

County - MERCER

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	35.85	38.84	41.83	44.81	47.80	50.79	53.78			
Benefits	64.65% of	Apprentic	Wage	Rate	+ \$0.96					

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 7-7-25:

INTERVAL	PERIOD AND RATES									
6 Months	36.94	40.01	43.09	46.17	49.25	52.33	55.40			
Benefits	64.65% of Apprentice Wage Rate + \$0.96									

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

SHIFT DIFFERENTIALS:

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

FOREMAN REQUIREMENTS:

When there are 2 or more electricians on the job, 1 shall be designated a Foreman.

1 additional Foreman shall be designated for every 10 additional electricians.

When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.

An Assistant General Foreman shall be designated for every 50 electricians working on the job.

OVERTIME:

The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, Monday through Friday, and the first 8 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits.

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

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.

County - MERCER

PREVAILING WAGE RATE

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			

COMMENTS/NOTES

* 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 - MERCER

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/25
Helper-Over 5 Years	W50.30 B44.05 T94.35
Helper-Under 5 Years	W50.30 B43.05 T93.35
Mechanic (Journeyman) over 5 years	W71.85 B45.78 T117.63
Mechanic (Journeyman) under 5 years	W71.85 B44.37 T116.22
Mechanic in Charge (Foreman) over 5 years	W80.83 B46.50 T127.33
Mechanic in Charge (Foreman) under 5 years	W80.83 B44.88 T125.71
Probationary Helper (1st 6 months)	W35.93 B42.19 T78.12

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

* Total number of helpers and apprentices shall not exceed the number of mechanics on the job , except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed, under the direction of a mechanic in wrecking old plants,handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

Craft: Elevator Constructor

COMMENTS/NOTES

SHIFT DIFFERENTIALS:

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

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

County - MERCER

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 - MERCER

Craft: Glazier PREVAILING WAGE RATE

	05/09/24
* Leadman	W53.43 B31.98 T85.41
Foreman	W55.43 B32.22 T87.65
General Foreman	W57.43 B32.47 T89.90
Journeyman	W51.43 B31.74 T83.17

Craft: Glazier APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	12.44	12.44	14.76	14.76	18.16	18.16	19.79	19.79		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MERCER

rate.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MERCER

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

INTERVAL	PERIOD AND RATES									
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 - MERCER

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 - MERCER

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 - MERCER

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W64.80 B37.40 T102.20	W0.00 B0.00 T104.20
General Foreman	W67.30 B37.40 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.80 B37.40 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	14.62	21.61	28.11							

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 - MERCER

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 - MERCER

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W53.54 B35.05 T88.59	W0.00 B0.00 T90.59
General Foreman	W56.04 B35.05 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.54 B35.05 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MERCER

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 - MERCER

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W54.59 B34.70 T89.29	W0.00 B0.00 T91.29
General Foreman	W57.09 B34.70 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.59 B34.70 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.62	21.61	28.11							

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 - MERCER

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 - MERCER

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

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

Ratio of Apprentices to Journeymen - *

* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

Craft: Ironworker

COMMENTS/NOTES

ROD/MESH (REINFORCING): All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites used in reinforced concrete construction, all realigning of reinforcing steel and wire mesh and the placement of reinforcing dowels.

The installation, fabrication and distribution of all materials associated with post tensioning and pre-stressing procedures on reinforced concrete jobs.

All prefabricated mates, caissons, columns, beams and walls.

The installation of reinforcing dowels into pre-drilled holes by any means necessary, including epoxy, glue, compounds or tying.

STRUCTURAL: All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites and mass timbers used in structural frame construction, and realigning of structural framing members.

The installation, fabrication and distribution of all materials associated with structural framework, regardless of material composition, including mass timbers.

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

County - MERCER

All prefabricated columns, beams and walls.

When precast, prestressed or reinforced concrete structural members (beams, columns, girders, slabs, etc.) are used in construction of bridges, buildings and other structures, and power equipment such as cranes, derricks, jacks and/or rigging used, the work of loading, unloading, moving, and placing to complete erection.

Solar canopy erection, ground mounted installation and erection of photovoltaic array assemblies.

Unitized curtain wall systems, including erection and rigging of such, regardless of material composition.

Pre-engineered metal building systems.

Steel decking and siding for building structures and canopy systems.

Offshore wind erection, fabrication, and rigging of all related components.

FENCE AND GUARDRAIL: All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, digging and anchoring, sorting, tying, welding and installation of all materials, including composites, security style fencing, regardless of materials used.

Installation, fabrication and distribution of all materials associated with Fence and Guardrail work scope, regardless of material composition.

All prefabricated fencing, permanent, temporary or otherwise.

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.
- 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, 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 - MERCER

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	22.47	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 - MERCER

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

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

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 - MERCER

Craft: Laborer - Heavy & General PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	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.

As of 3-1-25, benefits shall be 26.13.
As of 3-1-26, benefits shall be 27.13.

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 - MERCER

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

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

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

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

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

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

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

County - MERCER

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 - MERCER

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 - MERCER

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.

County - MERCER

PREVAILING WAGE RATE

APPRENTICE RATE SCHEDULE

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

COMMENTS/NOTES

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

County - MERCER

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/03/24
Apprentice (1st year)	W31.33 B16.18 T47.51
Apprentice (2nd year)	W35.74 B27.13 T62.87
Foreman (Charge Person)	W45.12 B27.91 T73.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W40.35 B27.91 T68.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W44.12 B27.91 T72.03

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 - MERCER

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 R	CIAL	PAINTER						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MERCER

Craft: Pipefitter PREVAILING WAGE RATE

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Craft: Pipefitter COMMENTS/NOTES

See PLUMBERS Rates

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

County - MERCER

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 - MERCER

Craft: Plumber PREVAILING WAGE RATE

	07/10/24
Assistant General Foreman	W61.61 B46.07 T107.68
Foreman	W61.04 B46.07 T107.11
General Foreman	W64.43 B46.07 T110.50
Journeyman	W56.52 B46.07 T102.59

Craft: Plumber APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	35%	45%	55%	65%	75%					
Benefits	28.75	31.41	34.08	36.74	39.41					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber COMMENTS/NOTES

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

FOREMAN REQUIREMENTS (number of Plumbers on site):

- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5 gangs) and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional 10 cents per hour.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.
- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on

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

County - MERCER

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

- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, 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 - MERCER

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									
Yearly	52%	55%	60%	75%						
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 - MERCER

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 - MERCER

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									
1000 Hours	50%	55%	60%	65%	70%	75%	80%	90%		
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 - MERCER

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

INTERVAL	PERIOD AND RATES									
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:

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

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

County - MERCER

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 - MERCER

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/10/25
Foreman	W70.12 B34.25 T104.37
Journeyman	W66.22 B34.25 T100.47

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	19.87	21.19	23.18	26.49	29.80	36.42	43.05	46.36	49.67	52.98
Benefits	13.95	13.95	16.95	24.35	24.85	25.35	25.35	25.85	26.35	27.35

Ratio of Apprentices to Journeymen - 1:4

Craft: Sprinkler Fitter

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

-Second and third shifts shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours outside of the regular workday, and the first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Friday, between 7:00 AM and 6:30 PM. The first 2 hours in excess of 10 per day (11th and 12th hours), the first 10 hours on the fifth day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 12 per day, Monday through Friday, and all hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MERCER

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/08/25
Finisher	W50.22 B37.84 T88.06

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - MERCER

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	12/03/24
Finisher	W49.21 B33.44 T82.65
Setter	W64.16 B36.72 T100.88

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MERCER

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/08/25
Tile Setter	W64.21 B40.66 T104.87

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - MERCER

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/25
Grinder or Assistant	W59.72 B42.19 T101.91
Mechanic	W61.33 B42.20 T103.53
Terrazzo Resinous Worker	W51.02 B34.49 T85.51

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 Hours	35%	45%	60%	70%	80%	90%				

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

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

County - MERCER

Craft: Truck Driver

PREVAILING WAGE RATE

	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W47.56 B40.88 T88.44
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W47.56 B40.88 T88.44
Euclid-type vehicles (large off-road equipment)	W47.71 B40.88 T88.59
Helper on Asphalt Distributor truck	W47.56 B40.88 T88.44
Low Boy Driver	W49.21 B40.88 T90.09
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W47.56 B40.88 T88.44
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W47.61 B40.88 T88.49
Tractor-Trailer truck (all types)	W47.71 B40.88 T88.59
Vacuum or Vac-All truck (entire unit)	W47.56 B40.88 T88.44
Winch Trailer Driver	W47.81 B40.88 T88.69

Craft: Truck Driver

COMMENTS/NOTES

Foreman: + \$.75 cents per hour. Overtime rate shall be increased accordingly.

HAZARDOUS WASTE REMOVAL WORK:

- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + \$3.00 per hour.
- On a hazardous waste site not designated Level A, B, or C: + \$1.00 per hour.

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

SHIFT DIFFERENTIAL:

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

County - MERCER

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional \$3.00 per hour.

BLENDED RATE:

- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

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.

- Benefits on overtime shall be \$48.74.

- 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, Veteran's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

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

County - MERCER

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/24
Driver	W38.05 B40.88 T78.93
New Hires: 1st Year	W38.05 B40.88 T78.93

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

NOTE: These rates may only be used for the delivery of *materials TO the job site (*building materials that will become a permanent part of the job site, such as sand, stone, aggregates, asphalt, sheetrock, 2x4's, etc.). In addition, only the following types of truck may be used for such deliveries (Dump Truck or Flat-bed truck). Please note that this rate does not apply to material suppliers or their employees (who do not perform services at the job site), and for the delivery of equipment and/or items that will not become a permanent part of the job site.

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. Benefits on overtime shall be \$46.29.

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

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

County - MERCER

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

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS

Rates Expiration Date :

Effective Dates:

07/01/2024			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	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	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

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

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
proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2024			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.

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

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

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

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.

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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
67.13	39.13	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.75	39.13	105.88	109.57

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.13	39.13	105.26	108.94

CLASSIFICATIONS:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
69.25	39.13	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.44	39.13	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.00	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.81	39.13	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, Caulker's Helper, all other semi-skilled)

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

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.31	39.13	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:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
47.07	15.34	62.41	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
40.71	14.90	55.61	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
38.31	14.73	53.04	54.27	55.75

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
37.26	14.66	51.92	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
36.07	14.57	50.64	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
29.96	14.15	44.11	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
41.94	14.99	56.93	58.27	59.89

CLASSIFICATIONS:

Crane Operator

TERRITORY
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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

TERRITORYNEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATEPREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS - SOUTH

Rates Expiration Date :

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.75	39.13	90.88	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Screedman

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.35	39.13	90.48	93.73

CLASSIFICATIONS:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.45	39.13	90.58	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.60	39.13	90.73	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total
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CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH

Rates Expiration Date :

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

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

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

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

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

A newly hired Helper with no experience in the industry shall be paid as follows:
1st year on the job - 70% of Helper wage rate
2nd year on the job - 80% of Helper wage rate
3rd year on the job - 90% of Helper wage rate
All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2024

Rate	Fringe	Total
37.58	34.49	72.07

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2024

Rate	Fringe	Total
47.88	34.49	82.37

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2024

Rate	Fringe	Total
54.50	34.49	88.99

CLASSIFICATIONS:

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	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 - SOUTH

Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/03/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	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

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:

11/04/2024		
Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman Welder
Effective Dates:

11/04/2024		
Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman
Effective Dates:

11/04/2024		
Rate	Fringe	Total
41.73	24.77	66.50

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

ASPHALT LABORERS- NORTH

Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Electrician-Utility Work (North)
(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).
These rates apply to work contracted for by the following utility companies:
Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.
These rates do not apply to work on substations or switching stations.
For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.
3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

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

12/01/2024		
Rate	Fringe	Total
64.83	44.73	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/01/2024		
Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Journeyman Lineman

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
58.71	40.50	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
51.37	35.44	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
76.45	52.75	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
70.33	48.52	118.85

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
68.50	47.26	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
49.54	34.18	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.75	27.42	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.70	25.32	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Electrician-Utility Work (South)
(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).
These rates apply to work contracted for by the following utility company:
Atlantic City Electric.
These rates do not apply to work on substations or switching stations.
For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.
When two (2) or three (3) shifts are worked the following shall apply:
1st shift (between the hours of 8:00 AM and 4:30 PM)
2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

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

OVERTIME:

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

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

RECOGNIZED HOLIDAYS:

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

WORKING RULES:

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

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.
A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.
There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/01/2024		
Rate	Fringe	Total
71.87	59.12	130.99

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
64.01	54.22	118.23

CLASSIFICATIONS:

Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.64	52.12	112.76

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/01/2024

Rate	Fringe	Total
44.92	42.36	87.28

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.31	38.86	78.17

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.50	37.12	73.62

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
33.69	35.37	69.06

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
30.88	33.62	64.50

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:

12/01/2024

Rate	Fringe	Total
24.71	29.80	54.51

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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
80.55	39.13	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
80.10	39.13	119.23	123.36

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
79.35	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
83.10	39.13	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.53	39.13	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.00	39.13	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:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.78	39.13	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, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.18	39.13	116.31	120.43

CLASSIFICATIONS:

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