

BID SPECIFICATIONS

For

ELEVATED WOOD PLATFORM

For the

**TOWNSHIP OF EVESHAM,
COUNTY OF BURLINGTON**

Prepared for

JACLYN VEASY, MAYOR

COUNCIL MEMBERS

**HEATHER COOPER, DEPUTY MAYOR
GINAMARIE ESPINOZA, COUNCILWOMAN**

**PATRICIA HANSEN, COUNCILWOMAN
EDDIE FREEMAN III, COUNCILMAN**

JUNE 2021

Prepared By



Engineers Signature

Robert E. Hunter III, Vice President
NJ Licensed Professional Engineer No. 24GE04670200



200 Century Parkway, Suite B, Mount Laurel, New Jersey 08054

T&M PROJECT NUMBER:EVES00023

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NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed Bid Packets will be received by Township of Evesham, County of Burlington, State of New Jersey on **Wednesday, July 7, 2021 at 10:00 am** prevailing time at the Evesham Municipal Building, 2nd Floor Conference Room A/B, 984 Tuckerton Road, Marlton, NJ 08053 at which time and place the Bid Packets will be publicly unsealed and its contents announced for the Elevated Wood Platform for Evesboro Downs Park. Bids shall be delivered to the attention of Mary Lou Bergh, Township Clerk, Room 201, of the Evesham Municipal Building prior to the bid opening.

The scope of Work contemplated for the abovenamed Project includes construction of an elevated wood platform approximately 1,650 square feet including concrete foundations, wood framing, composite decking, stairs, ramp, railings, concrete and landscaping, and other associated work described in these Contract Documents.

Electronic download link for copies of the Bid Forms and Contract Documents for the proposed Work, prepared by Robert E. Hunter, P.E. of T&M Associates, may be obtained by prospective bidders upon request, upon payment of a non-refundable charge of Twenty-Five Dollars (\$25) payable to "T&M Associates" to defray the cost thereof. Contact by email shall be made to csander@tandmassociates.com to make bid purchase arrangements.

The Township of Evesham intends to award this Project to the lowest responsible and responsive Bidder in accordance with applicable law. The Township of Evesham reserves the right to reject any and all Bid Packets to the extent permitted by law. An award will be made or Bid Packets will be rejected within sixty (60) Calendar Days after the opening of the Bid Packets, during which time the Bid Packets shall be irrevocable and unavailable to withdraw by Bidders, unless otherwise extended in the Contract Documents.

Bids must be on the bid form prepared by T&M Associates, in the manner designated therein and required by the specifications and include the bid in paper format and a USB flash drive containing an electronic copy of the bid, enclosed in a sealed envelope bearing the name and address of the Bidder and the name of the Project on the outside and addressed to Mary Lou Bergh, Township Clerk, Room 201, of the Evesham Municipal Building. It is the bidder's responsibility to see that the bids are presented to the Township, Clerks Office, no later than, or prior to, the hour designated. Bids will be accepted via certified mail, overnight delivery, or hand carry; however, the Township disclaims any responsibility for bids forwarded by certified or overnight mail. If the bid is sent by overnight mail, the project name must also appear on the outside of the delivery company envelope. Absent an immediate and legally cognizable explanation for a late bid, bids received after the designated time and date will be returned unopened.

Each bid shall be accompanied by a Statement of Consent of Surety from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and either a Bid Bond or a Certified Check drawn to the order of "Township of Evesham" for not less than ten percent (10%) of the total bid price amount, except that the check shall not exceed \$20,000.00. The successful Bidder is hereby notified that a Performance and Payment Bonds for the full amount of this Project is required.

The award of the Contract for this Project will not be made until the necessary funds have been provided by Township of Evesham in a lawful manner. Please be advised that this Project is being funded through the Township of Evesham. By virtue of Executive Order #34 (1976), vendors currently suspended, debarred or disqualified are excluded from participating on this Project.

The successful Bidder shall be required to comply with the applicable statutory requirements of the Contract Documents and Plans which include all of the following: (i) **N.J.A.C. 17:27**; (ii) **N.J.S.A. 10:5-31 et seq.**; (iii) **Business Registrations** (N.J.S.A. 52:32-44); (iv) **Prevailing Wage Act** (N.J.S.A. 34:11-56.25, et seq.); (v) **Public Work Contractor Registration** (N.J.S.A. 34:11-56.48); and (vi) **Affirmative Action Requirements** (N.J.S.A. 10:5-1, et seq.); and any other legal requirements applicable to this Project. The contractor is further notified to submit the following: **Disclosure of Investment Activities in Iran** (N.J.S.A. 40A:11-2.1); **Disclosure of Election Contributions** (N.J.S.A. 19:44A-20.27); and the **Township of Evesham Contractor Responsibility Certification** (Resolution 92-2020).n

By Order of the Township of Evesham
Robert Corrales, Township Administrator and Mary Lou Bergh, Township Clerk
Publication Date: Wednesday, June 16, 2021

THE INTRODUCTION

The headings of the sections herein and in other parts of these Contract Documents are for convenience of reference only and shall have no bearing on their interpretation.

ARTICLE 1: DEFINITIONS

Whenever in these Contract Documents the following defined terms in place of them are used, their intent and meaning shall be as follows:

- 1.1.1 Addenda:** Written amendments or changes to the Contract Documents acknowledged by the parties during the pre-Bid process.
- 1.1.2 Bidder:** Any individual, firm or corporation submitting a Bid Packet for the Work contemplated, acting directly or through a duly authorized representative.
- 1.1.3 Bid Packet:** The forms which shall be reviewed, completed and submitted by the Bidder.
- 1.1.4 Bid Proposal:** The form on which the Bidder will submit its bid prices for the Work contemplated.
- 1.1.5 Bid Proposal Quantity:** The quantity indicated in the Bid Proposal less the quantities designated in the project plans as “if and where directed.”
- 1.1.6 Business Day:** Any day of the year exclusive of Saturdays, Sundays, and Legal Holidays.
- 1.1.7 Calendar Day:** Any day of the year including weekdays, Saturdays, Sundays, and Legal Holidays.
- 1.1.8 Change Order:** A written order recommended by the Engineer, which is signed by the Contractor and the Owner authorizing an addition, deletion, or revision of the Work, or an adjustment of the contract sum or contract term.
- 1.1.9 Clarification:** Written interpretation issued by the Engineer.
- 1.1.10 Clerk:** The Clerk of the governing body, if the Owner is a County or Municipality.
- 1.1.11 Contract:** The fully executed Agreement covering the performance of the Work and the furnishing of materials in the construction of the Work.
- 1.1.12 Contract Documents:** The Notice to Bidders, the public advertisement, the Introduction, the Bid Packet Procedures, the Bid Packet Forms, the Contract Procedures, the Contract Forms, the Work Procedures, the Approved Submittals, Special Provisions, Specifications, Plans, Standard and Supplementary Specifications, Change Orders, Addenda and Clarifications.
- 1.1.13 Contractor:** The successful Bidder that executes the Contract with the Owner.
- 1.1.14 Differing Site Conditions:** Physical conditions at the 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 provide for in the Contract.
- 1.1.15 Engineer:** The professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the Work covered by the term “Engineer” refer to an engineering company or an individual engineer and their authorized representatives.
- 1.1.16 Final Completion:** The date as certified by the Engineer when (i) the Contractor has completed the construction of the Project and all punch list items in a neat and workmanlike manner; (ii) the Contractor has fulfilled and satisfied all obligations to the Owner and the Project in accordance with the Contract Documents; (iii) the Owner has accepted all Work performed by the Contractor; and (iv) final payment to the Contractor is due.

- 1.1.17 Inspector:** An authorized representative of the Engineer assigned, under the supervision of the Engineer, to the inspection of the Work.
- 1.1.18 Material Change:** 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.
- 1.1.19 Owner:** A public body or authority, association, partnership, corporation or individual for whom the Work is to be performed.
- 1.1.20 Plans:** All drawings, signed and sealed drawings, details, blueprints, sketches or reproductions of such, pertaining to the construction of the Project.
- 1.1.21 Project:** The entire Work to be performed as set forth in the Contract Documents in a manner satisfactory to the Owner.
- 1.1.22 Site / Site of Work:** The Project's location or area at which the Work will be performed by the Contractor.
- 1.1.23 Specifications:** The directions, provisions and requirements contained herein, together with all written agreements pertaining to the method and manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract.
- 1.1.24 Subcontractor:** An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of any part of the Work.
- 1.1.25 Submittals:** All drawings, shop drawings, charts, cut sheets, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of the Work.
- 1.1.26 Substantial Completion:** As further defined in **SUBSECTION 6.2**, the date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there is no such certification, the date when final payment is due in accordance with the Contract.
- 1.1.27 Work:** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.
- 1.1.28 Working Day:** A calendar day exclusive of Saturdays, Sundays, and Legal Holidays, on which, in the sole opinion of the Engineer, weather and working conditions permit the Contractor to make effective use of not less than one-half of its normal current daily man-hours.

ARTICLE 2: CONTRACT DOCUMENTS

SECTION 2.1: INTENT

- 2.1.1 COMPLETE PROJECT.** The intention of the Contract Documents is to describe the complete Project to be constructed in accordance with all the requirements therein notwithstanding that each and every item required may not be shown on the drawings or mentioned in the Specifications. The Contract Documents comprise the entire agreement between the Owner and the successful Bidder and may be amended as described herein.
- 2.1.2 COMPLEMENTARY.** The Contract Documents are complementary, and what is required by any one of such documents shall be as binding as if mentioned by all.
- 2.1.3 USE IN PREPARATION OF BID PACKETS.** Bidders shall use the complete sets of Contract Documents in preparing Bid Packet. Neither the Owner nor the Engineer assumes responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

SECTION 2.2: SEQUENCE OF PRECEDENCE

In case of conflict between the various parts of the Contract Documents, they shall be interpreted (a) to require the higher, in terms of quality of materials and workmanship, of the possible interpretations; and (b) in accordance with this sequence of precedence with the highest listed first:

- 1) Change Orders
- 2) Clarifications
- 3) The Contract
- 4) Addenda
- 5) Approved Submittals
- 6) Details
- 7) Plans
- 8) Special Provisions
- 9) Supplementary Specifications
- 10) Standard Specifications (*Technical Only*)

In case of discrepancies between calculated and scaled dimensions on the Plans, the calculated dimensions shall govern.

SECTION 2.3: OWNERSHIP

All Contract Documents and copies thereof are furnished by the Engineer for use only on the Project described herein and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall at all times remain the property of the Engineer. The Contract Documents shall not be used in connection with any other project. Except for use as intended in connection with the Project, the Engineer shall own an exclusive copyright.

SECTION 2.4: CHALLENGES MADE BY BIDDERS

Bidders are expected to examine the Specifications and related Contract Documents with care and observe all their requirements. Ambiguities, errors or omissions noted by the Bidders should be promptly reported in writing to the Engineer. Any prospective Bidder who wishes to challenge the Specifications shall file such challenges in writing with the Owner and/or Engineer no less than three (3) business days prior to the opening of the Bid Packets. Challenges filed after that time shall be considered void and having no impact on the Owner or Engineer of the award of this Contract pursuant to N.J.S.A. 40A:11-13. In the event the Bidder fails to notify the Owner of such ambiguities, errors or omissions, the Bidder shall be bound by the requirements of the Specifications and the Bidder's submitted Bid Packet.

SECTION 2.5: PRE-BID INTERPRETATION AND ADDENDA

- 2.5.1** No oral interpretation and/or clarification of the meaning of the Contract Documents will be made to any Bidder. Any interpretation or clarification requested by a Bidder shall be in writing, addressed to the Engineer. In order to be given consideration, a written request must be received by the Engineer according to the procedures outlined in the Special Provisions.
- 2.5.2** All interpretations, clarifications and any supplemental instructions issued by the Engineer will be in the form of written Addenda to the Plans or Specifications, and will be distributed to all prospective Bidders. All Addenda so issued shall become part of the Specifications and Contract Documents, and shall be acknowledged by the Bidder in the Bid Packet.
- 2.5.3** When issuing Addenda, the Owner shall provide required notice prior to the official receipt of Bid Packets or who has received a Bid Packet pursuant to N.J.S.A. 40A:11-23(c).

THE BID PACKET PROCEDURES

ARTICLE 3: BID PACKET INSTRUCTIONS

SECTION 3.1: BID PACKET REQUIREMENTS

3.1.1 BIDDER INFORMATION. Each Bid Packet must provide the full business address, business phone and fax numbers, business email, and the contact person of the bidding entity. The Bid Packet must be signed by an authorized representative as follows:

- a) Bid Packets 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;
- b) Bid Packet 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; or
- c) Bid Packet by sole-proprietorship shall be signed by the sole proprietor.

When requested, satisfactory evidence of the authority of the signing partner or officer shall be furnished.

3.1.2 BID SUBMISSION CHECKLIST. Bidder is to initial next to each document provided with its Bid Packet on the Bid Submission Checklist. Items 1 through 14 on the Bid Submission Checklist are to be included in the Bid Packet.

SECTION 3.2: BID PROPOSAL

3.2.1 TAX EXEMPTION. The Owner is exempt from any Federal, State or local sales, use or excise tax.

3.2.2 PERMITS AND LICENSES. As identified in Special Provisions, the successful Bidder shall be responsible for obtaining and paying the necessary fees for any applicable permits or licenses from any government entity that has jurisdiction to require the fees. The Bidder shall be aware of the terms and any conditions of said permits. All Bid Proposals submitted shall include this cost.

3.2.3 ESTIMATED QUANTITIES. The Owner has attempted to identify the item(s) and the estimated quantities of each item to cover the Project's 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. 5:30-11.2 and N.J.A.C. 5:30-11.10.

(A) MEASUREMENT OF QUANTITIES. All Work completed under the Contract shall be measured by the Engineer according to United States Standard Measures using the units scheduled in the Bid Proposal. Whenever requested by the Engineer, the Contractor shall provide the necessary capable assistance together with suitable facilities for weighing, measuring or otherwise determining the quantities of materials used in the Work. The Contractor shall also provide applicable documentation establishing the quantities or measurements of materials delivered or removed from the Site, for example, material tickets.

(B) ADJUSTMENT OF ESTIMATED QUANTITIES. The quantities shown are approximate only, and the Owner reserves the right to increase or decrease quantities at the unit bid price. Such change, however, will be only upon direction of the Engineer. The Owner reserves the right to omit any items in the Bid Proposal if deemed to the best interest of the Owner to do so.

3.2.4 "IF AND WHERE DIRECTED" ITEMS. The Bid Proposal may include items for which the Owner has established only "If and Where Directed" quantities. The items are presented for the purpose of obtaining a representative unit price for additional or supplemental work. The presence of these items

does not indicate the Owner's guarantee or intent to incorporate them in the Project. The successful Bidder will perform the Work using these items only at the specific direction of the Engineer.

3.2.5 MATERIALS TO BE BID IN PLACE. Unless otherwise specified, the bid price for each of the items in the Bid Proposal shall be for the material in place. Any and all costs necessary to order, deliver, construct, erect or place such material in the Work shall be estimated and included in the unit price bid of each item.

3.2.6 PRICES AND AMOUNTS. All prices and amounts must be written in ink. Bid Packets containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Packet, attachment of additive information not required by the Specifications, or irregularities of any kind, may require rejection by the Owner in accordance with applicable law. Any changes, whiteouts, or strikeouts in the Bid Packet must be initialed in ink by an individual authorized by the Bidder.

3.2.7 DISCREPANCIES IN BID PROPOSALS.

(A) 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.

(B) In the event that there is a discrepancy between the unit price bid and the total bid amount, the unit price bid shall prevail. In the event there is an error of the summation of the total bid amount, the Engineer shall correct the error and the corrected computation shall govern.

SECTION 3.3: BID BOND

3.3.1 BIDBOND. Bidder is required to submit with the Bid Packet a certified check, cashier's check or Bid Bond in the amount of ten percent (10%) of the total bid amount but not in excess of \$20,000 payable unconditionally to the Owner. When submitting a Bid Bond, it shall contain a Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. Failure to submit a Bid Bond shall result in rejection of the Bid Packet.

3.3.2 RETURN OF BID BOND.

(A) Pursuant to N.J.S.A. 40A:11-24, the Bid Bonds, except that of the three apparent lowest responsible Bidders, shall be returned within ten (10) Calendar Days after the opening of the Bid Packets, Sundays and Holidays excluded, and the Bid Packets of such Bidders shall be considered withdrawn.

(B) Within three (3) Calendar Days, Sundays and Holidays excluded, after the awarding and signing of the Contract and the approval of the successful Bidder's performance bond, the Bid Bond of the remaining unsuccessful Bidders shall be returned to them.

(C) The Bid Bond of the Bidder to whom the Contract is awarded shall be retained until the Contract is executed and all required bonds and other security are submitted and approved.

(D) The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into the Contract pursuant to N.J.S.A. 40A:11-24.

(E) If all Bid Packets are rejected, the Bid Bonds of all Bidders will be returned to the Bidders when the Contract Documents are returned to the Engineer in reasonable and complete condition within ninety (90) Calendar Days of notice of the Contract has not been awarded.

SECTION 3.4: CONSENT OF SURETY

3.4.1 Bidder shall submit with the Bid Packet a Consent of Surety for the full amount of the Bid Proposal from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner stating that the surety company will provide said Bidder with Performance and Payment Bonds in the full amount of the Bid Proposal.

3.4.2 This Consent of Surety shall confirm that the Bidder to whom the Contract is awarded will furnish the Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder (*and any or all Subcontractors or by each respective Subcontractor or any combination thereof*) which results in

the Performance and Payment Bonds equal to the total amount of the Contract, pursuant to N.J.S.A. 40A:11-22. Failure to submit the Consent of Surety shall result in rejection of this Bid Packet.

SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this Bid Packet and Contract.

3.5.1 MANDATORY AFFIRMATIVE ACTION CERTIFICATION. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as *Appendix A* and *Appendix B* of the Contract.

(A) GOODS AND SERVICES (INCLUDING PROFESSIONAL SERVICES) CONTRACTS

The successful Bidder and each of its Subcontractors shall submit to the Owner, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

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

(B) CONSTRUCTION CONTRACTS

- 1) After notification of award, but prior to signing the Contract, the successful Bidder shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program (*Division*) an initial project workforce report (*Form AA-201*) electronically provided to the public agency by the Division, through its website for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7.
- 2) The Contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

3.5.2 AMERICANS WITH DISABILITIES ACT OF 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as *Appendix C* of the Contract and agree that the provisions of Title II of the Act are made a part of the Contract. The Contractor is obligated to comply with the Act and to hold the Owner and Engineer harmless.

3.5.3 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 New Jersey Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished by the Contractor.

ARTICLE 4: BID PACKET SUBMISSIONS

SECTION 4.1: SUBMISSIONS

It is the Bidder's sole responsibility to deliver the Bid Packets to the Owner at the time and at the place designated in the Notice to Bidders and these Specifications. Bid Packets may be personally delivered, mailed or via overnight services, however, the Owner disclaims any responsibility for Bid Packets that are not personally delivered.

SECTION 4.2: RECEIPT OF SEALED BID PACKETS

- 4.2.1** Sealed Bid Packets will be received by the designated representative identified in the Notice to Bidders in accordance with the terms of said Notice.
- 4.2.2** The Bid Packets shall be submitted in a sealed envelope: (1) addressed to the Owner; (2) bearing the name and address of the Bidder written on the face of the envelope; and (3) clearly marked "Bid Packet" with the Project title and/or Bid Packet number of the Contract being bid.

SECTION 4.3: WITHDRAWAL OF BID PACKET DUE TO MISTAKE

- 4.3.1 BID PROPOSAL MISTAKE.** In accordance with N.J.S.A. 40A:11-23.3, a Bidder's request to withdraw its Bid Packet, due to a mistake on the part of the Bidder, must be made within five (5) Business Days after the opening of the Bid Packets. "Mistake" shall have the same meaning as provided in N.J.S.A. 40A:11-2 which is "a clerical error that is an unintentional and substantial computational error or unintentional omission of a substantial quantity of labor, material, or both, from the final Bid Proposal computation".
- 4.3.2 FORMAL WITHDRAWAL REQUEST.** To request the withdrawal of a Bid Packet, the Bidder shall submit a written request for withdrawal by certified or registered mail to the address to which the Bid Packet was submitted. The request will be effective upon mailing. The request shall include evidence, including pertinent documents, demonstrating that a mistake was made and was so great a consequence that:
- a) Enforcement of the Contract, if actually made, would be unconscionable;
 - b) The mistake relates to a material feature of the Bid Packet;
 - c) The mistake occurred notwithstanding the fact that the Bidder exercised reasonable care in preparation of the Bid Packet; and
 - d) The Bidder who made the mistake is able to get relief by way of withdrawing the Bid Packet without serious prejudice to the Owner, except for the loss of the bargain to the Owner.
- 4.3.3 WITHDRAWAL REQUEST REVIEW.** Pursuant to N.J.S.A. 40A:11-23.3(c), the Owner, or its authorized representative and/or legal counsel, shall review the request for the withdrawal of the Bid Packet. No later than the next meeting of the Owner following the receipt of the withdrawal request, the individual reviewing the withdrawal request shall make a recommendation to the Owner concerning the disposition. The Owner shall act upon the request to withdraw the Bid Packet no later than at its' next regular meeting.
- 4.3.4 APPROVED WITHDRAWAL.** Upon granting the Bidder's request to withdraw its Bid Packet, the Owner shall return the Bid Bond and any other form of security to the Bidder. Once the decision to approve the withdrawal is made, the Owner shall continue the award process with the remaining Bid Packets.
- 4.3.5 WITHDRAWN BID PACKETS.** Pursuant to N.J.S.A. 40A:11-23.3(f), if the Bidder withdraws a Bid Packet, said Bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A: 11-13.2.

SECTION 4.4: BID PACKET REJECTIONS

The Owner can reject all Bid Packets in accordance with N.J.S.A. 40A:11-13.2.

4.4.1 OWNER'S RIGHTS RESERVED.

- (A) The Owner expressly reserves the right to reject all Bid Packets in accordance with N.J.S.A. 40A:11-13.2, or to waive any minor informality or non-material exception in the Bid Packets in accordance with applicable law.
- (B) The Owner reserves the right to reject any Bid Packet from a Bidder who cannot produce documentation of the Bidder's qualifications sufficient to allow the Engineer and Owner to determine

that the Bidder is qualified and responsible. If the Owner, after affording the Bidder an opportunity for a hearing, is not satisfied that the Bidder is responsible, the Owner may reject the Bid Packet.

- (C) The Owner reserves the right to delay the rejection of Bid Packets or the award of the Contract for a period not exceeding sixty (60) Calendar Days from the receipt of Bid Packets.
- (D) If, for any reason, the Owner is unable to make an award within sixty (60) Calendar Day period, it shall be lawful for the Owner and the Bidders and their surety companies to agree upon an extension for making the award.
- (E) In the event the Owner shall reject any or all Bid Packets for any reason whatsoever, the Bidders shall not be entitled to any compensation in connection with the preparation and submittal of the Bid Packets or for any profits that might be anticipated had the Contract been awarded to the Bidder.

4.4.2 CAUSES FOR DISQUALIFICATION OR REJECTION.

- (A) **INCOMPLETE BID PACKETS.** Failure to include Items 1 through 6, 7 (if Work includes construction, alteration, or repair of a public building), and 8 through 9 on the Bid Submission Checklist in the Bid Packet will require rejection of the Bid Packet. Failure to include Items 10 through 14 on the Bid Submission Checklist in the Bid Packet may mandate rejection of the Bid Packet in accordance with applicable law.
- (B) **INFORMAL BID PACKETS.** Any revisions or attachments of conditions, limitations or provisions to the Bid Packets made by the Bidders will render such Bid Packets informal and may cause its rejection by the Owner.
- (C) **UNRESPONSIVE BID PACKETS.** Any Bid Packet which does not conform in all material respects to the terms and conditions, specifications, legal requirements and other provisions of these documents shall be considered unresponsive Bid Packets by the Owner and shall be rejected as a result.
- (D) **WITHDRAWN BID PACKETS.** As stated in **4.3.5 WITHDRAWN BID PACKETS**, if the Bidder withdraws a Bid Packet, said Bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A:11-13.2.
- (E) **EVIDENCE OF COLLUSION.** Pursuant to N.J.S.A. 52:34-15, any collusion discovered amongst Bidders will result in rejection of the Bid Packets of the Bidders who are participants in such collusion. Those Bidders will not receive recognition as Bidders in future work of the Owner until reinstatement as a qualified Bidder.
- (F) **PRIOR NEGATIVE EXPERIENCE.** Pursuant to N.J.S.A. 40A:11-4, a Bidder which has otherwise been determined to be the lowest responsive and responsible Bidder may be disqualified if a majority of the governing body of the Owner finds history of prior negative experience with the Bidder.
- (G) **MULTIPLE BID PACKETS.** More than one (1) Bid Packet for the same work from an individual, firm, partnership, corporation or combination thereof, under the same or different names shall be cause for rejection of the Bid Packet. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof, is interested in more than one Bid Packet for the Work contemplated may cause the rejection of Bid Packet in which such individual, firm, partnership, corporation or combination thereof is interested.
- (H) **UNBALANCED BID PROPOSALS.** Any Bid Proposal which is obviously unbalanced will be rejected by the Owner.
- (I) **SUSPENDED OR DISBARRED BIDDERS.** Bidders must be able to complete the Contract in accordance with all requirements pertaining to experience, moral integrity, operating capacity, financial capacity credit, workforce, equipment and facilities available and any other requirements proscribed in the New Jersey Local Public Contracts Laws, N.J.S.A. 40A:11-1 et seq. Bid Packets will not be accepted from Bidders which are suspended or disbarred by any agency of the State of New Jersey.
- (J) **FAILURE TO ENTER INTO CONTRACT.** Pursuant to N.J.S.A. 40A:11-24(b), if the successful Bidder refuses or fails to enter into this Contract within twelve (12) Calendar Days. Sundays and Holidays

excepted, from the Notice of Award, or within such time as otherwise agreed by Bidder and the Owner, the Owner may then reject the Bid Packet of said Bidder and accept the next lowest responsive Bid Packet from a responsible Bidder.

THE CONTRACT PROCEDURES

ARTICLE 5: AWARD OF CONTRACT

SECTION 5.1: BASIS OF AWARD

- 5.1.1** Pursuant to *N.J.S.A. 40A:11-2(27)*, the Project shall be awarded to the lowest responsible Bidder which shall mean the Bidder (a) whose response to a request for Bid Proposals offers the lowest price and is responsive; and (b) who is responsible.
- (A) “Responsible” means able to complete the Contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.
- (B) “Responsive” means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.
- (C) “Lowest price” means the least possible amount that meets all requirements of the request of a contracting agency.
- 5.1.2** If the award is to be made on the basis of a combination of the Bid Proposal with Bid Proposal Alternates, it shall be made to that responsible and qualified Bidder submitting the lowest net Bid Proposal.

SECTION 5.2: TIME FRAME OF AWARD

The Contract shall be awarded or all Bid Proposals therefore rejected within sixty (60) Calendar Days after the opening of Bid Packets, except that the Bid Proposals of any Bidders who consent thereto may be held for consideration for such longer period as may be agreed.

SECTION 5.3: NOTICE OF AWARD

- 5.3.1** The Notice of Award will be issued to the successful Bidder by the Engineer within five (5) Calendar Days, excluding Sundays and Holidays, of the date the Owner awards the Contract.
- 5.3.2** If the Owner’s action to award is conditional, the Notice of Award will be issued within five (5) Calendar Days, with the exception of Sundays and Holidays, of the date on which all conditions of the award are deemed satisfactory by the Owner and Engineer.
- 5.3.3** No award of Contract shall be binding upon the Owner unless and until the Contract has been fully executed and a Notice to Proceed has been issued.

5.3.4 CONTRACT EXECUTION:

- (A) **EXECUTION BY BIDDER.** The successful Bidder shall sign the necessary documents, shall provide the projected work schedule, required bonds and insurance certificates, and shall return all to the Owner within twelve (12) Calendar Days, excluding Sundays and Holidays, of the Notice of Award.
- (B) **EXECUTION BY OWNER.** Upon receipt of the successful Bidder’s properly executed documents as well as the required bonds and insurances, the Owner shall execute the Contract and thereafter provide a copy to the Bidder within twenty-one (21) Calendar Days, excluding Sundays and Holidays, of the Notice of Award.
- (C) **TIME EXTENSION FOR EXECUTION.** The Owner and successful Bidder may agree to extend the time set forth in the Contract Documents to execute the Contract. The Owner may, in its sole discretion,

waive its rights and agree to extend the time for the Bidder to deliver executed documents, bonds and insurance certificates. In such case, the Bidder agrees to waive any obligation of the Owner to execute the Contract within twenty-one (21) Calendar Days, excluding Sundays and Holidays, of the Notice of Award.

- 5.3.5** Failure to issue a Notice of Award within the time set forth herein and/or a Notice to Proceed within the time set forth in **ARTICLE 7: NOTICE TO PROCEED** will result in an equitable extension of time allowed for the completion of Work as the Bidder's sole remedy; provided this limitation on Bidder's remedy shall not apply if the delay is due to the Owner's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties.

ARTICLE 6: CONTRACT PROCEDURES

SECTION 6.1: CONTRACT

The successful Bidder shall execute a Contract in substantially the same for as the one Contract contained herein. Any exceptions must be submitted, in writing, by the Bidder to the Owner and Owner must formally accept.

SECTION 6.2: TIME ALLOWED AND SUBSTANTIAL COMPLETION

- 6.2.1** All Work stipulated in the Contract Documents shall be fully completed within the time set forth in the Notice to Bidders and Special Provisions, normally within a specified number of Calendar Days of the Notice to Proceed.
- 6.2.2** An allocation of time for minor delays due to weather, conflicts and unforeseen as well as an extension of time for completion shall not be provided for such situations unless approved by the Engineer and Owner.
- 6.2.3** If and when the Engineer determines that the Project is substantially complete, the Engineer will prepare a written determination of the date of substantial completion and establish, in the Engineer's sole judgment, a reasonable time for the Contractor to perform final cleanup and repair unacceptable Work (as described in the punch list attached to the substantial completion letter), which time may be prior to the time originally allowed for the completion of Work. If the Contractor fails to fully complete the Work within the time allowed for completion of the punch list, subject to any approved extension of time, or such earlier time for final cleanup and repair of unacceptable Work as may be determined by the Engineer pursuant to this **SECTION 6.2**, the Owner may seek the remedies provided by these Contract Documents and proscribed by law for the Contractor's failure to complete on time, including, without limitation, liquidated damages.

SECTION 6.3: MANDATORY CONTRACT SUBMITTALS

- 6.3.1 INSURANCE.** The successful Bidder shall procure and maintain at its own expense, until the later of the final payment or the release of the Maintenance Bond required by **SUBSECTION 6.3.2 BONDS**, insurance for liability of damages of any kind imposed or assumed under this Contract. Certificates of Insurance shall be submitted by the successful Bidder with the properly executed Contract.

(A) GENERAL REQUIRMENTS.

- 1) Evidence of insurance satisfactory to the Owner is a condition precedent to initiating any work and must be submitted along with the Contract executed by Bidder.
- 2) Certificates of insurance will usually be satisfactory evidence of insurance; however, the Owner and/or Engineer may request, and the Bidder shall submit, such additional documentation as the Owner and / or Engineer may consider necessary including: copies of declaration pages, copies of endorsements or certified copies of the entire policies, including premium provisions. Insurance binders are not acceptable as evidence of insurance.
- 3) The evidence of insurance submitted must include, or be accompanied by, full information concerning exclusions and deductible clauses. The Owner may allow deductible clauses that the Owner does not consider excessive, overly broad or harmful to the Owner's

interests. Standard exclusions, not inconsistent with the requirements of this subsection, will be permitted. Non-standard exclusions may be permitted at the discretion of the Owner. Regardless of the allowance of exclusions or deductibles, the successful Bidder shall be fully responsible for all risks assumed under this Contract. It is the responsibility of the Contractor, the Insurers and the Agents of the Contractor and/or of the Insurers to provide insurance as required by this subsection covering the risks assumed by the Contractor under this Contract including, but not limited to, the contractual indemnification and assumption of defense obligation set forth in **SUBSECTIONS 6.6.1 INDEMNIFICATION** and **6.6.2 LIABILITY**. The Owner and Engineer may and will rely upon the inferred representation of the Contractor, its Insurers and their Agents embodied in the evidence of insurance provided, that the coverage provided is in full accordance with the Contract Documents unless the Contractor, its Insurers or their Agents specifically advise the Owner and Engineer in writing of any exceptions or deviations. Any general statement to the effect that coverage is limited by the terms, conditions, declarations, endorsements and / or exclusions of the policies shall be of no force or effect.

- 4) The Owner and Engineer and their officers and employees will be named as Additional Insureds on the Commercial General Liability (CGL), Comprehensive Automobile Liability (Auto) and Excess Liability or Umbrella Coverage (Excess) policies. The evidence of insurance submitted shall indicate if this requirement is met by a Blanket Additional Insured policy endorsement or by a project specific additional insured endorsement. In the latter case, the evidence of insurance shall include a copy of the endorsement which must be in a form acceptable to the Owner.
- 5) The Engineer and Owner shall receive notice thirty (30) Calendar Days prior to the effective date of any changes which modify the coverage provided and prior to cancellation of any coverage for any reason except non-payment of premium. The Engineer and Owner shall receive notice ten (10) Calendar Days prior to the effective date of any cancellation for non-payment of premium. Any "Failure to Notice" clause in the policies, endorsements or insurance certificates which attempt to limit the liability of the insurers and/or agents shall be of no force or effect.
- 6) All policies shall be issued by insurance companies authorized to do business in New Jersey holding a rating of B+ or better (*without any negative implications*) from A.M. Best and Company.
- 7) In the event that the successful Bidder provides evidence of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of the Contract to maintain insurance, the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Owner and Engineer are continuously in possession of evidence of the Contractor's insurance according to this subsection.

(B) REQUIRED INSURANCE. Different minimum insurance limits are shown for projects identified as Insurance Levels A, B and C. The Insurance Level associated with this Project shall be identified in the Special Provisions or, if no specific Insurance Level is identified in the Special Provisions, shall be Level B.

1) COMMERCIAL GENERAL LIABILITY (CGL)

Project Insurance Level

<i>Minimum Limits</i>	<u>A</u>	<u>B</u>	<u>C</u>
Combined Single Limit (CSL)	\$500,000	\$1,000,000	\$1,000,000
Policy Aggregate (if any)	\$1,000,000	\$2,000,000	\$3,000,000
Project Aggregate (if any)	\$500,000	\$2,000,000	\$3,000,000
Total Coverage Limit (Primary PLUS Excess Coverage)	\$1,000,000	\$5,000,000	\$10,000,000

- a) The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, not amended, and unendorsed comprehensive general liability coverage forms currently in use in the State, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations.
- b) The insurance policy shall be endorsed to include contractual liability coverage, premises/operations coverage, products/completed operations coverage, broad form property damage coverage, independent contractor's coverage, and personal injury coverage.
- c) The minimum total coverage limit required may be provided by a primary policy or by a combination of primary and excess or umbrella coverage.
- d) Excess coverage or umbrella coverage shall include the same terms and conditions as the primary underlying coverage (*following form*) in an amount such that the primary and umbrella coverage together equals or is greater than the minimum required. Said excess or umbrella policy shall contain a clause stating that it takes effect (*drops down*) in the event the primary coverage is impaired or exhausted.

2) COMPREHENSIVE AUTOMOBILE LIABILITY

Project Insurance Level

<i>Minimum Limits</i>	<u>A</u>	<u>B</u>	<u>C</u>
Combined Single Limit (CSL)	\$500,000	\$1,000,000	\$1,000,000
Total Coverage Limit (Primary PLUS Excess Coverage)	\$1,000,000	\$5,000,000	\$10,000,000

- a) The Policy shall cover owned, non-owned and hired vehicles.

- b) The minimum total coverage limit required may be provided by a primary policy or by a combination of primary and excess or umbrella coverage.
- c) Excess coverage or umbrella coverage shall include the same terms and conditions as the primary underlying coverage (*following form*) in an amount such that the primary and umbrella coverage together equals or is greater than the minimum required. Said excess or umbrella policy shall contain a clause stating that it takes effect (*drops down*) in the event the primary coverage is impaired or exhausted.

3) **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Minimum Limits

Coverage A	New Jersey Statutory		
	<i>Project Insurance Level</i>		
	A	B	C
Coverage B			
Each Accident	\$100,000	\$500,000	\$1,000,000
Disease, Policy Limit	\$500,000	\$500,000	\$1,000,000
Disease, Each Employee	\$100,000	\$500,000	\$1,000,000

- a) Workers Compensation Insurance shall be provided according to the requirements of the laws and this State and shall include in all states endorsement to extend coverage to any State that may be interpreted to have legal jurisdiction.
- b) Unless the Contractor's Subcontractor's provide comparable coverage, the Contractor's insurance shall extend to the employees of the Subcontractor.

4) **EXCESS LIABILITY COVERAGE**

Excess liability coverage is not required. The minimum total coverage limit may be met by a primary policy. If the Contractor offers excess liability or umbrella coverage to meet a portion of the insurance requirements it may be accepted by the Owner if it includes essentially the same terms and conditions as the primary underlying coverage (*following form*) and contains a clause stating that it takes effect (*drops down*) in the event that the primary coverage is impaired or exhausted.

(C) OTHER FORMS OF INSURANCE.

- 1) **MARINE LIABILITY.** When the Contractor or a Subcontractor is engaged in marine operations, it shall be required to obtain US Longshoremen's and Harbor Worker's coverage, Jones Act coverage and Maritime coverage is applicable. The Contractor or Subcontractor shall also procure and maintain Marine Liability Insurance with protection and indemnity coverage with a minimum limit of liability of \$2,000,000 per occurrence.
- 2) **BUILDER'S RISK.** If the Contract provides for the construction, repair, alteration or renovation of a building, a Builder's Risk Policy may be required. Such requirements, if any, will be set forth in the Special Provisions. The policy shall be for 100% of the completed value of the structure, as estimated by the Engineer, and written in the name of the Owner and the Contractor, as their interests may appear.
- 3) **RAILROAD PROTECTIVE.** If the contract requires the Contractor to enter on any railroad right-of-way, the Contractor must submit certificates of insurance indicating that he has met the insurance requirements of that railroad and the requirements of 23 CFR 646.

Subpart A. Such requirements will be determined by the Contractor if not set forth in the Special Provisions.

- 4) **POLLUTION LIABILITY INSURANCE.** The Contractor, or the Subcontractor engaged in work involving hazardous substances, as defined in N.J.S.A. 58:10b-1.3, or hazardous waste, as defined in N.J.S.A. 58:10b-1.3, shall procure and maintain pollution liability insurance, also known as “environmental impairment liability insurance.”

Pollution liability insurance shall be provided either by endorsement to a commercial general liability policy or as a separate policy. This policy shall cover pollution claims including those arising from the development and implementation of any specified contaminated material remedial action work plan and Health and Safety Plan. The minimum limit of liability shall be the same as the CGL policy if provided by endorsement or \$2,000,000 per occurrence and aggregate if provided by a separate policy, unless otherwise provided in the Special Provisions.

The policy is to be written for the benefit of the Owner, the Engineer and their officers, employees, and authorized representatives; they are to be named as additional insureds. The Contractor shall provide documentation from the insurance company indicating the coverage, limitation of coverage and terms of coverage.

(D) FAILURE TO PROVIDE REQUIRED INSURANCE.

In the event the Contractor fails or refuses to renew an insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Owner may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Owner. The Owner may use monies retained under this paragraph to renew the Contractor’s insurance for the periods and amounts referred to above. Alternately, the Owner may default the Contractor and direct the surety to complete the Project. During any period when the required insurance is not in effect, the Owner and/or Engineer may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of time is not due on account thereof.

6.3.2 BONDS

(A) PERFORMANCE AND PAYMENT BONDS.

- 1) The successful Bidder is required to submit, along with the Contract executed by the Bidder, executed Performance and Payment Bonds in the amount of one hundred percent (100%) of the awarded Bid Proposal as security for the faithful performance of this Contract. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A:44-143 shall be attached to the bonds. The Performance and Payment Bonds shall be in the form as per N.J.S.A. 2A:44-147, in the substantial format of the Contract attached hereto in **THE FORMS**, and will be signed by the successful Bidder and the surety company.
- 2) The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.
- 3) Failure to submit the Performance and Payment Bond with the executed Contract shall be cause for declaring the Contract null and void pursuant to N.J.S.A. 40A:11-22 and shall cause a default in the Bid Bond.

(B) RELEASE OF PERFORMANCE AND PAYMENT BONDS.

The Performance and Payment Bonds shall not be released until:

- a) Final acceptance of the whole Work of the Project; *and*
- b) Final payment for the whole Work has been made; *and*
- c) Any liens or claims have been satisfied; *and*
- d) The Maintenance Bond required has been previously provided and approved by the Owner; *and*

- e) The Owner's right to assert a claim under the Performance and Payment Bonds shall expire when the Bonds are released as provided above. The rights of claimants under the payment guarantee provided by the Payment and Performance Bonds shall continue until one (1) year after the Bonds are released. At that time, the Payment and Performance Bonds shall be released, provided all liens or claims have been satisfied and any Maintenance Bond required has been provided and approved by the Owner.

(C) MAINTENANCE BOND.

- 1) Before the Performance and Payment Bonds are released, the Contractor shall deliver to the Owner a Maintenance Bond having a penal sum equal to:
 - a) One hundred percent (100%) of the final adjusted contract amount, if such amount be \$50,000 or less;
 - b) Fifty percent (50%) of the final adjusted contract amount, if such amount be greater than \$50,000 but less than \$250,000; and,
 - c) Twenty-five percent (25%) of the final adjusted Contract amount, if such amount be \$250,000 or more.
- 2) The bond and surety shall be satisfactory to the Owner. The surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to N.J.A.C. 11:1-41 et seq. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A:44-143 shall be attached to the bond. Such maintenance bond shall remain in full force and effect for a period of two (2) years from the date of completion, acceptance and final payment for the Work by the Owner and shall provide that the Contractor and the surety guarantees to replace for the said period of two (2) years from the date of completion, acceptance and final payment for the Work, all Work performed and/or all materials furnished that was not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of two (2) years.

SECTION 6.4: PAYMENT TERMS

6.4.1 CONTRACT SUM. The Contract Sum is stated in the Contract and, including authorized modifications, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

6.4.2 PAYMENT PROCEDURES. Throughout the term of the Contract and until substantial completion of the Project, the payment procedures shall be as follows:

- a) According to the monthly schedule established by the Engineer, the Contractor shall submit the Progress Payment Application to the Engineer for review and approval; *and*
- b) Upon Engineer's approval, the Engineer shall submit a Progress Payment Certificate, along with a copy of the Contractor's Schedule of Values and Progress Payment Application, to the Owner for review and approval;
- c) If any part of the Work is not performed, then the value of that Work shall be deducted from payments made to the Contractor.

6.4.3 SCHEDULE OF VALUES. Where the specific pay item is based on a lump sum, the Contractor shall submit to the Engineer a schedule of values allocating the entire Contract Sum or progress payment to the various portions of the Work, which in the aggregate equals the total Contract Sum or lump sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of accuracy as the Engineer may direct as required by the Owner.

When approved by the Engineer and Owner, these schedules shall be used to determine the progress of the Work and as a basis of the progress payments.

6.4.4 PROGRESS PAYMENT APPLICATIONS.

(A) APPLICATION REQUIREMENTS. According to the monthly schedule established by the Engineer, the Contractor may be required to submit to the Engineer as part of a progress payment an itemized application for payment for portions of the Work which were completed during the previous month. Each Progress Payment Application shall be accompanied by the following, all in form and substance satisfactory to the Owner and Engineer:

- a) Information and documents required by the Contract Documents or reasonably requested by the Owner or Engineer; *and*
- b) Copies of requisitions and invoices from Subcontractors and material suppliers; *and*
- c) An updated schedule of the Work; *and*
- d) An updated Shop Drawing Log showing the status of all shop drawings; *and*
- e) A current contractor's lien waiver as well as a duly executed and sworn statement by an authorized representative of the Contractor showing all Subcontractors and suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor from such Progress Payment together with similar sworn statements from all Subcontractors and suppliers; *and*
- f) Duly executed waivers of liens from all Subcontractors and when appropriate, from suppliers and lower subcontractors establishing payment in any previous Progress Payment Applications.

(B) CONTRACTOR WARRANTY. The Contractor warrants and guarantees that title to all Work, materials and equipment detailed in its Progress Payment Application and covered by a Progress Payment Certificate, whether incorporated in the Project or not, will pass to the Owner upon receipt of such Progress Payment by the Contractor free and clear of all liens and claims, surety interests, or encumbrances (*except for retainage which may be withheld from suppliers and Subcontractors to guarantee completion and performance*).

6.4.5 PROGRESS PAYMENT CERTIFICATES. The Engineer will, within five (5) Calendar Days after receipt of each Progress Payment Application, either issue a Progress Payment Certificate to the Owner, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Owner and Contractor in writing of the Engineer's reasons for rejecting the Contractor's Progress Payment Application and withholding the Progress Payment Certification in whole or in part.

If a Progress Payment Application is rejected by the Engineer, the Contractor may make the corrections or revisions requested by the Engineer and resubmit the application. At the Engineer's discretion, items in dispute may be deleted from a Progress Payment Application and Engineer may forward the amended progress payment certificate to the Owner for final approval.

6.4.6 PROGRESS PAYMENTS.

(A) FINAL DETERMINATION BY OWNER.

- 1) After the Engineer has issued a Progress Payment Certificate, the Owner will review all provided documentation and make a clear and final determination as to whether or not the Contractor is entitled to the corresponding Progress Payment. If the Owner disputes any portion of the provided documentation pertaining to a Progress Payment, the Owner will issue timely written notice including specific reasons for rejection to the Contractor and Engineer within the time allowed by N.J.S.A. 2A:30A-1 et seq., normally twenty (20) Calendar Days of the actual periodic Progress Payment billing estimate date if the governing body of the Owner is not required to approve all bills prior to payment or by the public meeting of the governing body of the Owner next following twenty (20) Calendar Days of the actual periodic Progress Payment billing estimate date if the governing body is required to approve all bills prior to payment.
- 2) Payment for eighty percent (80%) of the invoiced amount for stored materials and / or equipment shall be subject to the following conditions being met and/or satisfied:
 - a) The materials and / or equipment shall be received in a condition satisfactory for incorporation in the Work;

- b) The materials and / or equipment shall be stored in such a manner that they will not be damaged due to weather, construction operations, or any other cause;
- c) An invoice from the supplier shall be furnished for each item; and
- d) A release of liens from the supplier shall be furnished for each item.

(B) APPROVED PROGRESS PAYMENTS.

- 1) The Owner shall pay to the Contractor all approved Progress Payments, or approved undisputed portions of Progress Payments, within thirty (30) days of the actual periodic Progress Payment billing date if the Owner is not required to approve all bills prior to payment or, if the OWNER is required to approve all bills prior to payment, in the next normal payment cycle of the Owner following action by the governing body of the Owner at the public meeting of governing body next following twenty (20) Calendar Days after the actual periodic Progress Payment billing date.
- 2) The Engineer shall not be required to prepare or process for payment any current Progress Payment Application whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract Sum, whichever sum be the lesser.

(C) RETAINAGE

- 1) If the Contract Sum is greater than \$100,000, then two percent (2%) of the approved progress payment amount shall be retained by the Owner as retainage until after the completion of the entire Contract in an acceptable manner.
- 2) Pursuant to N.J.S.A. 40A:11-16.3 (b), upon Final Completion, all amounts being withheld by the Owner shall be released and paid in full to the Contractor within forty-five (45) Calendar Days of the Final Completion date agreed upon by the Contractor and the Owner, without withholding of any amounts for any purposes whatsoever, provided that the Contract has been completed as indicated.
- 3) If the Contractor agrees to the withholding of Progress 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 amount bearing interest at the rate currently paid by such institution or association on time or savings deposits. Any interest accruing on such cash withholdings shall be credited to the Owner.
- 4) If the Contractor deposits bonds and/or notes, the interest on such bonds and / or notes shall accrue to the Contractor. The interest accruing on such bonds and notes, shall be returned to the Contractor within thirty (30) Calendar Days of fulfillment of the terms and conditions of the Contract relating to final acceptance and payment.

(D) DECISIONS TO WITHHOLD CERTIFICATION AND PROGRESS PAYMENTS

The Owner and/or Engineer may withhold in whole or in part Progress Payment Certificates or Progress Payments due to any of the following:

- a) Defective Work is not remedied;
- b) Third party claims filed or reasonable evidence indicating the probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- c) Liens filed or reasonable evidence indicating the probable filing of such liens unless security acceptable to the Owner is provided by the Contractor;
- d) Failure of the Contractor to provide updated schedules for the performance of the Work on the Project;
- e) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- f) Failure of Contractor to submit Shop Drawings as required by the Contract Documents;
- g) Failure of Contractor to maintain and / or provide evidence of the minimum required insurance;

- h) Failure to provide required documentation of the quantity and acceptability of the completed Work including, but not limited to, reports of laboratory testing, field measurements, shipping invoices, delivery tickets, and manufacturer certificates;
- i) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- j) Damage to the Owner or a separate contractor; or
- k) Reasonable evidence that the Work will not be completed within the Contract time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

When all the above grounds are removed or conditions precedent met, payment will be issued for amounts withheld because of them.

(E) PAYMENT AND ACCEPTANCE

- 1) The payment of any estimate, or of any retained percentage, shall in no way release or waive the Contractor's obligation at its own cost and expense, to repair, correct, renew or replace any defects and imperfections, in the construction of, in the strength of, or quality of materials used in or about the construction of the Work under the Contract, and its appurtenances as well as all damage due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before final inspection and acceptance of the Work or during or after the maintenance period, and of which defects, imperfections or damages the Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure to do so.
- 2) At the time of acceptance, the whole Work must have been finished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole Work put in the condition as herein specified before acceptance.
- 3) If at any time of making monthly or other estimates, the Engineer should neglect to condemn defective material or work, such neglect shall not be construed as an acceptance of any such material or Work.
- 4) Neither the acceptance by the Owner or the Engineer, nor by any of their employees, nor any order, measurement or certificate of the Engineer, nor any order by the Owner for payment of money, nor any payment for, nor acceptance of, the whole or any part of the Work by the Engineer or the Owner, nor any extension of time, nor any possession taken by the Owner or employees thereof, shall operate as a waiver of any portion of this Contract or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

(F) FINAL PAYMENT

- 1) Upon Final Completion of the Work, the Engineer shall certify to the Owner, in writing, as to the Final Completion of the Work and shall further certify as to the entire amount and value of each class of Work performed.
- 2) The Owner after receipt of such certificates and within the time allowed by N.J.S.A. 2A:30A-1 et seq., shall certify and pay the amount unpaid and due, which amount shall be one hundred percent (100%) of the entire cost of the Work, less previous payments, liquidated damages, costs of inspection and any other proper deduction as herein provided.

SECTION 6.5: SUCCESSORS AND ASSIGNS

- 6.5.1** Except for subcontracts as described in this section, the Contractor shall not sell, transfer or assign the Contract or any services to be performed under the Contract Documents on any portion thereof, or of the Work provided for therein, or of the Contractor's title, right or interest therein, to any person, firm or corporation without the prior written consent of the Owner.
- 6.5.2** The Contractor will be required to perform a minimum of fifty percent (50%) of the money value of the Work of the Contract with its own forces. The Contractor may not subcontract more than fifty percent (50%) of the money value of the Work of the Contract, except in circumstances which, in the sole

discretion of the Owner, are exceptional. Neither the money value of the Contract which is subcontracted to minority business enterprises in accordance with Contract requirements nor, if the Project involves erection, alteration or repair of any public building, the money value of the Contract which is subcontracted to the subcontractors listed pursuant to N.J.S.A. 40A:11-16, will be considered in calculating the percentage of the Contract which is subcontracted.

- 6.5.3** Except for portions of the Work subcontracted to minority business enterprises in accordance with Contract requirements, or subcontractors listed pursuant to N.J.S.A. 40A:11-16, the Contractor shall not subcontract any portion of the Work representing twenty-five percent (25%) or more of the money value of the Contract to a single subcontractor without the prior written consent of the Owner.

SECTION 6.6: INDEMNIFICATION, LIABILITY, AND DAMAGES

6.6.1 INDEMNIFICATION.

- (A) The Contractor shall indemnify and defend the Owner, Engineer and their respective officers, agents and employees from all claims, demands, liability, suits, losses, costs and expenses of any kind resulting, or alleged to result, from the Work.
- (B) To the fullest extent permitted by law, the Contractor shall assume the defense of and indemnify and keep indemnified and hold harmless the Owner, Engineer and their respective officers, agents and employees from and against all claims, demands, liability, suits, losses, costs and expenses of any kind which: a) result from or are alleged to result from or arise out of the performance of the Contract and, b) are attributable to bodily injury, sickness, disease, disability or death, or to damage to or destruction of property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon the claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of defense obligation is dependent on the fault of the Contractor.
- (C) Both the Owner and Engineer are entitled to this indemnification and the assumption of their defense by the Contractor regardless of whether they are, or either of them is, partially responsible for the claim, demand, liability, suit, loss, cost and expense. Only if either the Owner or Engineer is solely responsible for the claim, demand, liability, suit, loss, cost and expense would one of them not be entitled to indemnification and / or to the assumption of their defense by the Contractor.
- (D) In any and all claims against Owner or Engineer or any of their respective agents or employees by any employee of Contractor, any Subcontractor, any other person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification and defense obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (E) Any payment due under the Contract as shall be considered necessary by the Owner may be retained by the Owner until all claims, demands, liability, suits, losses, cost and expenses of any kind have been settled and evidence to that effect furnished to the satisfaction of the Owner.

6.6.2 LIABILITY.

- (A) ***JOB SITE SAFETY.*** The indemnification and assumption of defense obligations stated in **SUBSECTION 6.6.1 INDEMNIFICATION** above shall also apply to the Contractor's duty to maintain job safety or job health programs and will not be dependent upon any question of negligence on the Contractor's part or on the part of the Contractor's Subcontractors, agents, servants, or employees. Neither the approval by the Owner or Engineer of the methods of doing the Work, nor the failure of the Owner or Engineer to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Owner or Engineer to direct the Contractor to take any particular actions or precautions or to refrain from doing any particular thing, unless the acts or omissions of either the Owner or Engineer are the sole cause of the injuries or damage, shall excuse the Contractor from its obligation to indemnify and assume the defenses of the Owner and Engineer if claims are brought by persons or entities injured or damaged by the failure or alleged failure to maintain safety or job health programs.

(B) RESPONSIBILITY FOR WORK. Insofar as permitted by law, the Contractor, regardless of fault, is responsible for:

- a) All risk of loss or damage to completed portions of the Work prior to acceptance of the entire Work;
- b) All risk of loss or damage to portions of the Work in progress or not completed;
- c) All risk of injury to any person so long as the injury is related to the Work regardless of whether the injury occurred before or after acceptance of the entire Work;
- d) All risk of damage to any property including, without limitation, property of: 1) the Owner; 2) the Contractor, Subcontractors, material men, vendors, lessors or others performing the Work, or their employees; and 3) others so long as the damage is related to the Work regardless of whether the damage occurred before or after acceptance of the entire Work; and
- e) All risks of claims associated with the implementation of (*or failure to implement*) safety and health programs, so long as the alleged cause of the claim is related to the Work regardless of whether the alleged cause of the claim arose before or after acceptance of the entire Work.

6.6.3 DAMAGES.

(A) DAMAGES. The Contractor shall be liable to the Owner and Engineer for all damages, including without limitation consequential damages, and expenses incurred as a consequence of any action, error or omission of the Contractor, its Subcontractors, agents or employees.

(B) CONSEQUENTIAL DAMAGES. In no event shall Owner or Engineer be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss by delay, commercial loss, or lost profits or revenues or opportunities resulting from the Project and / or any services furnished by Owner or Engineer under this Contract.

(C) COSTS OF ENGINEERING AND INSPECTION. There will be deducted from any payments due the Contractor and retained by the Owner an amount to defray the amount paid by the Owner to inspect the Work and/or administer the Contract during any or any combination of these periods: a) after the completion time stipulated; b) in excess of ten (10) hours on any day; or c) on Sundays or Legal Holidays. Unless a different rate is specified in this Agreement, this amount shall be in accordance with the Engineer's current billing rates.

(D) LIQUIDATED DAMAGES FOR NON-COMPLETION. If the Contractor is permitted to finish the Work after the specified period of completion, the Owner shall have full authority to deduct and retain from any payments to the Contractor a sum calculated at the rate set forth in the Special Provisions for each Calendar Day after the required date of full completion that the Work is not substantially completed, all as liquidated damages and not as a penalty, to defray loss to the Owner due to the failure to substantially complete the Work in the stipulated time. It is mutually agreed that the sum stated for liquidated damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible to exact ascertainment and proof as of the time of the making of this Contract; however, nothing contained herein shall be construed to prevent recovery by the Owner of the costs of any damages in excess of the liquidated damages provisions herein, sustained as a result of the Contractor's failure to substantially complete said Work within the specified period of completion. Likewise, nothing contained herein shall be construed so as to create an option on the part of the Contractor to either complete the Work on time or pay liquidated damages.

SECTION 6.7: DISPUTE RESOLUTION

Any disputes arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-50 as follows:

- a) All remedies provided elsewhere in the Contract Documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer is empowered or required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with **PARAGRAPH (b)** below;

- b) Prior to commencing any litigation, the Owner and Contractor shall endeavor to settle any unresolved disputes, claims or protests by non-binding mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association;
- c) Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation; *and*
- d) Nothing herein shall be construed to prevent the Owner from notifying any surety of, and requesting the surety's assistance in resolving, any disputes which involve the Contractor's performance.

SECTION 6.8: SUSPENSION AND TERMINATION

6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT. Regardless of any fault on the part of the Contractor, the Owner shall have the authority to suspend the Work wholly or in part, for such period or periods as it may deem necessary. If it should become necessary to suspend Work for such an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage of the site by opening ditches, shoulder drains, and erect temporary structures where necessary. The Contractor may not suspend the Work without written authority.

- (A) During the suspension of Work due to any cause whatsoever, when deemed necessary by the Owner, the entire Work under the Contract or any section thereof, shall be open to use, and the Contractor shall place any such section in satisfactory condition for use. The Contractor shall be responsible for the satisfactory maintenance of any such section of the Work open to use prior to its final acceptance.
- (B) When Work is suspended as herein provided, payments for completed portions of the Work will be made as hereinafter provided for normal progress payments and a suitable extension of time for completing the suspended work will be made. No other compensation or allowance will be made on account of such suspension except under the circumstances set forth in and in accordance with **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT** or as may be provided by N.J.S.A. 40A:11-19.
- (C) The Owner shall provide written notice to the Contractor in advance of any suspension of Work lasting more than ten (10) calendar days of the performance of all or any portion of the Work.
- (D) If the performance of all or any portion of the Work is suspended by the Owner for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of any occurrence beyond the Owner's control, the Contractor shall be entitled to compensation for any resultant delay to the Project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Owner, in writing, of the nature and extent of the suspension of Work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Owner. Whenever a Work suspension under this **SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT** exceeds sixty (60) days, upon seven (7) days' written notice, either the Contractor or the Owner shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.
- (E) Upon receipt of the Contractor's suspension of Work notice in accordance with **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT**, the Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- (F) If the Owner determines that the Contractor is entitled to additional compensation or time pursuant to **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT**, the Owner shall make a fair and equitable upward adjustment to the Contract Sum and Contract completion date.

- (G) If the Owner determines that the Contractor is not entitled to additional compensation or time pursuant to **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT**, the Contractor shall proceed with the performance of the Work, and shall be entitled to pursue a suspension of Work claim against the Owner for additional compensation or time attributable to the suspension.
- (H) Failure of the Contractor to provide timely notice of a suspension of Work shall result in a waiver of a claim if the Owner can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Owner's ability to adequately investigate and defend against the claim.

6.8.2 SUSPENSION OF WORK – CONTRACTOR AT FAULT. The Owner shall have the right to suspend the whole or any part of the Work if the Contractor's performance, in the opinion of the Engineer, is not in accordance with the provisions of the Contract Documents. This non-performance may include, but not be limited to, failure in the requirements of maintenance and protection of traffic, drainage and subsurface utilities, erosion control and public safety and convenience.

- (A) If it does become necessary to suspend the Work, the Contractor shall, at the Contractor's expense, repair all streets, sidewalks, et cetera that have been excavated so that they are in such a condition that the traveling public may safely pass. All materials shall be stored so as not to obstruct or impede traffic.
- (B) The Contractor shall make no claims for delays caused by this suspension. No extension of time will be granted by the Owner, and once the Work is allowed to continue, the Contractor shall complete the Work within the time permitted by the Contract.

6.8.3 TERMINATION.

- (A) **FOR CAUSE.** If the Contractor shall fail to fulfill in a timely manner obligations under the Contract or if the Contractor shall violate any of the requirements of the Contract, the Owner shall have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the Contractor of any sum or sums set forth in the Contract. Owner will pay only for goods and services accepted prior to termination.
- (B) **FOR CONVENIENCE.** The Owner shall have the right to terminate the Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner for any obligations for balances to the Contractor of any sum or sums set forth in the Contract. Payment only for goods and services accepted prior to termination will be paid by Owner.
- (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 the Contract by the Contractor and the Owner may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Owner from the Contractor is determined.
- (D) If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if a receiver or liquidator shall be appointed for the Contractor or for any of the Contractor's property and shall not be dismissed within twenty (20) Calendar Days after such appointment, or the proceedings in connection therewith shall not be dismissed within twenty (20) Calendar Days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) Calendar Days; or if the Contractor shall fail or refuse to regard laws and ordinances, and such orders as may from time to time be given by the Engineer with respect to the Work; or if the Contractor shall assign or sublet the Work other than as herein specified or if the Contractor fails in doing the Work as specified, or fails to perform the work with sufficient materials to ensure the prompt completion of said Work, or shall perform the Work unsuitably or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, the Owner may, upon written certificate from the Engineer and after two (2) Calendar Days written notice to the Contractor from the Owner of the fact of such delay, neglect or default on the part of the Contractor, have full power and authority,

without violating the Contract, to take the prosecution of the Work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement with another or others for the completion of said Contract, according to the terms and provisions thereof, or use such other methods as, in the Owner's opinion, shall be required for the completion of said Contract in an acceptable manner.

- (E) Should the Owner so elect to take the prosecution of the Work out of the hands of the said Contractor, all right, title and interest in and to the equipment and material owned by the Contractor and used in the execution of the Contract, shall be vested in the Owner, and on completion of said Contract, the Owner may dispose of the same in the manner that to it may be deemed to the best interest of the Parties concerned. All costs and charges incurred by the Owner, together with the costs of completing the Work under Contract, shall be deducted from the monies due or which may become due said Contractor. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and its surety shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE 7: NOTICE TO PROCEED

SECTION 7.1: ISSUANCE

The Engineer will issue a Notice to Proceed to the Contractor within fifteen (15) Working Days of the completion of the following:

- a) The Contractor has properly executed and returned the Contract; *and*
- b) The Contractor has provided any required bonds and insurance certificates; *and*
- c) The Owner has approved the bonds and insurance certificates and has consented to starting the Work; *and*
- d) A pre-construction conference, if required, has been held; *and*
- e) The Contractor has provided any other submission and / or taken any other action required by the Contract Documents as a condition precedent to starting the Work.

Within seven (7) Calendar Days of receiving a written request from the Contractor requesting authorization to proceed, the Engineer shall respond by: a) issuing a Notice to Proceed; or b) issuing a written response detailing the reason(s) a Notice to Proceed cannot be issued.

SECTION 7.2: EMERGENCY ISSUANCE

When provided for by the Contract Documents, or in emergency situations, the Engineer may, with the consent of the Owner, issue a Notice to Proceed without completion of one or more of the conditions listed in **SECTION 7.1: ISSUANCE**.

SECTION 7.3: STARTING TIME

The Contractor shall begin the Work within fifteen (15) Calendar Days of the date of the Notice to Proceed. Should the Contractor, without cause which, in the opinion of the Engineer, is sufficient to justify delay, fail to begin the Work within the time specified, the Contractor may be declared in default of Contract.

ARTICLE 8: CONTRACT MODIFICATIONS

SECTION 8.1: CHANGES IN ESTIMATED QUANTITIES

- 8.1.1** In entering this Contract, the Contractor agrees that the quantities of Work as stated in the Bid Proposal or indicated on the Plans are only approximate. The Owner may increase or decrease the quantity of Work to be performed by the Contractor. The Contractor agrees to accept payment for the actual amount of Work performed under each item as measured in place by the Engineer.

- 8.1.2** The Contractor agrees that it will not make claim for anticipated profits or loss of profits, because of any difference between the quantities of the various items of work as measured in place by the Engineer and the said estimated quantities.
- 8.1.3** The Contractor will not be entitled to payment for any increase in the quantities estimated unless ordered or authorized in writing and signed by the Engineer, and approved by the Owner.
- 8.1.4** 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.
- 8.1.5** 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.
- 8.1.6** For any minor change in quantity, the Owner shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- 8.1.7** For a major increase in quantity, the Owner or the 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 Owner shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the Bid Proposal.
- 8.1.8** For a major decrease in quantity, the Owner or the 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 Owner shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the Bid Proposal; provided, however, that the Owner 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.

SECTION 8.2: MINOR MODIFICATIONS

The Owner shall be required to authorize all Change Orders, except that in accordance with N.J.A.C. 5:30-11.4, minor field modifications may be authorized, provided that they do not affect the overall scope of Work of the Contract, by the Engineer. This type of Change Order shall result only in minor price increases to the originally awarded Contract Sum.

SECTION 8.3: CHANGE ORDERS

- 8.3.1** All adjustment of quantities, contract changes, and change orders shall be made in accordance with N.J.A.C. 5:30-11 et seq and N.J.S.A. 40A:11-16.7. The Contractor should be familiar with these regulations. Provisions of these Contract Documents which conflict with the contents of N.J.A.C. 5:30-11 et seq. or N.J.S.A. 40A:11-16.7 are null and void only to the extent of such conflict.
- 8.3.2** Except as provided in **SECTION 8.2: MINOR MODIFICATIONS**, before any additional or supplementary Work is performed, the Engineer will prepare a Change Order for any such changes in quantities, additional items or other alterations in the requirements of the Contract Documents and obtain the Owner's approval thereof. The Engineer shall also prepare a reduction order prior to final payment if any quantities have been reduced or eliminated.
- 8.3.3** These Change Orders shall be written, shall carry a statement or recommendation over the signature of the Engineer and shall be executed by the Contractor and the Owner. These orders shall be combined with the original Contract and the final Contract value shall be in accord with this combination.

SECTION 8.4: SUPPLEMENTARY DRAWINGS

Supplementary drawings may be issued by the Engineer to explain the Work more fully or to show additions or changes which have been ordered by the Owner. These supplementary drawings shall have the same force and effect as any other Contract Document.

SECTION 8.5: SUPPLEMENTAL WORK

- 8.5.1** If it is found necessary to have any work executed beyond that covered by the items of Work in the Contract, the Contractor hereby agrees to execute the same in as diligent a manner as followed in the execution of the Work under the original Contract. All provisions of the Contract will apply in the execution of said Work.
- 8.5.2** If the Contractor believes that a change directive by the Owner results in a Material Change to the Work, the Contractor shall so notify the Owner in writing. The Contractor shall perform all Work on the Project that is not the subject of the notice.
- 8.5.3** Upon receipt of the Contractor's change in character notice in accordance with **SUBSECTION 8.5.2**, the Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination of how to proceed in writing.
- 8.5.4** If the Owner determines that a change to the Work caused or directed by the Owner materially changes the character of any aspect of the Work, the Owner shall make a fair and equitable upward adjustment to the Contract Sum 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 the Work as a result of its change in character as set forth in **SUBSECTION 8.5.6 COMPENSATION**, or as otherwise mutually agreed upon by the Contractor and the Owner prior to the Contractor performing the subject work.
- 8.5.5** If the Owner determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Work, and shall be entitled to pursue a claim against the Owner for additional compensation or time attributable to the alleged Material Change.
- 8.5.6 COMPENSATION.**
- (A) The amount of compensation to be paid to the Contractor under this Section 8.5 shall be determined by any of three (3) methods, as approved by the Owner as follows:
- a) By such applicable combination of items and contract unit prices, if any, as are set forth in the Bid Proposal and may be used to describe the Work performed; or
 - b) If no such combination of unit prices is possible, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; or
 - c) If no such unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum price, then the Contractor shall receive the true necessary cost to the Contractor, including direct labor costs plus benefits and worker's compensation, public liability, unemployment and social security insurance; actual costs of materials furnished and necessarily used in the performance of the Work; and for Contractor owned equipment and plant and/or rented equipment and plant. The hourly rates for Contractor owned equipment and plant will be determined from the applicable volume of the Rental Rate Blue Book by dividing the monthly rate by 176. Rented equipment and plant will be paid as the actual rental costs for the equipment for the time that the equipment is actually used to accomplish the Work, plus the cost of moving the equipment on to and away from the job.
- (B) True necessary cost shall be determined as follows:
- Total direct labor cost (*hours worked multiplied by hourly rate*) exclusive of overhead labor,
 - Plus total taxes and benefit costs on direct labor
 - Plus total material costs (*bare cost - FOB*)
 - Plus total equipment and plant (*Contractor owned and/or rented*)
- (C) In addition to true necessary cost the Contractor shall receive, as compensation for profit and, if applicable, general overhead, a percentage of the sum of Total Direct Labor Cost (*actual hours worked*

multiplied by hourly rate), exclusive of overhead labor, plus Total Material Cost (*bare cost-FOB*) determined as follows:

- a) Ten percent (10%) if an extension of time for the supplemental work is not granted.
- b) Twenty percent (20%) if an extension of time for the supplemental work is granted.

Overhead includes all salaries and expenses of all administrative officers, general superintendence (*which includes any non-working supervisor splitting time on more than two (2) projects*), clerical employees, small tools and minor equipment and other miscellaneous supplies and services.

- (D) If any portion of the supplemental work is performed by subcontract, and the amount of such subcontract be verified as reasonable by the Engineer, then the Contractor shall be paid the amount of such subcontract plus ten percent (10%) as full compensation. If the Engineer and Contractor cannot agree on a reasonable cost for the subcontracted Work, the Engineer may require that the true necessary cost of the subcontracted work and the Subcontractor's overhead and profit be determined as described above for Work performed by the Contractor.
- (E) The Engineer's determination and certificate of such cost when approved by the Owner shall be binding and conclusive on the Contractor, and the Engineer shall be deemed the arbiter to determine the cost of such work. It is understood that before any work is started, or materials are ordered, the rate to be paid for labor, materials, equipment rental and all other unit costs applicable to the Work, and the number and kind of laborers, quantities of material, type of equipment or appurtenances to be used in initiating and continuing the Work shall be mutually agreed to by the Contractor and the Engineer and the Contractor shall make no changes in the labor, materials, equipment, supplies and appurtenances without prior written approval of the Engineer.

All components of cost, Work performed, equipment, material and labor furnished, shall be reported by the Contractor on daily report sheets, and the Contractor shall be paid on the basis of those daily reports signed by the Engineer.

SECTION 8.6: DIFFERING SITE CONDITIONS

- 8.6.1** If the Contractor encounters Differing Site Conditions during the progress of the Work, the Contractor shall promptly notify the Owner 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.
- 8.6.2** Upon receipt of a Differing Site Conditions notice in accordance with paragraph 8.6.1 above, or upon the Owner otherwise learning of Differing Site Conditions, the Owner shall promptly undertake an investigation to determine whether Differing Site Conditions are present.
- 8.6.3** If the Owner determines Differing Site Conditions that may result in additional costs or delays exist, the Owner shall provide prompt written notice to the Contractor containing directions on how to proceed.
- 8.6.4** The Owner shall make a fair and equitable adjustment to the Contract Sum and Contract completion date for increased costs and delays resulting from the agreed upon Differing Site Conditions encountered by the Contractor.
- 8.6.5** If both the Contractor and the Owner agree that the Owner's investigation and directions decrease the Contractor's costs or time of performance, the Owner shall be entitled to a fair and equitable downward adjustment of the Contract Sum or time of performance.
- 8.6.6** If the Owner determines that there are no Differing Site Conditions present that would result in additional costs or delays, the Owner 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 Owner for additional compensation or time attributable to the alleged Differing Site Conditions.
- 8.6.7** 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 performed.

SECTION 8.7: TIME EXTENSIONS

An extension of time may be also granted by the Owner on account of unusual difficulty, accident or other good and sufficient cause, and by so doing, said Owner may waive the right to deduct from any subsequent estimates, during the period of any such allowed extension of time, the liquidated damages already provided for but in any and all such cases of extension of time, the Contractor shall be liable to the Owner for all wages and expenses which said Owner must pay for the inspection of the Work or material after the date herein set forth in the completion of the Work, except when such extension of time is required by a duly issued change order increasing the quantity of work to be performed. All requests from the Contractor for extension of time must be accompanied by the approval of the surety company.

THE WORK PROCEDURES

ARTICLE 9: LAYING OUT THE WORK

SECTION 9.1: PLANS AND SPECIFICATIONS

9.1.1 FURNISHING THE PLANS. The Owner or Engineer will furnish the Contractor with two (2) complete sets of Plans and Specifications and one complete set of other Contract Documents. Additional sets of Plans or Contract Documents will be furnished the Contractor upon application, at the cost of reproduction.

When Plans are revised or supplemental drawings are prepared, two (2) copies of such revisions or supplements shall also be furnished the Contractor for inclusion with the previously issued Plans.

9.1.2 REVIEWING THE CONTRACT DOCUMENTS. The Contractor shall review all Plans, schedules, and other related Contract Documents for conflicts or discrepancies. The Contractor shall notify the Engineer of any and all conflicts or discrepancies therein for interpretation and correction and / or revision as necessary.

SECTION 9.2: ARRANGEMENT OF WORK

9.2.1 ENGINEER TO RE-ESTABLISH CONTROLS. The Engineer shall re-establish bench marks as shown on the Plans. The Engineer shall also establish the position of control points or traverse points as shown on the Plans. The Engineer shall establish such controls within five (5) Working Days of the Contractor's request.

9.2.2 CONSTRUCTION STAKES. From the established controls, the Contractor shall establish all baselines, offset lines, set and drive stakes, set batter boards, and take all other measurements in order to lay out the Work in accordance with the intent of the Plans.

9.2.3 ENGINEER MAY CHECK CONTRACTOR'S ARRANGEMENT. After the Contractor has erected batter boards, or forms, and set line and elevations for the grading, paving or structures, the Engineer may check such Work for obvious errors in alignment and grade. If the Engineer elects to make such checks, the Contractor may only proceed with permanent construction of the Work after approval of the Engineer.

9.2.4 CONTRACTOR RESPONSIBLE FOR ERROR. Notwithstanding the Engineer's election to check (or not check) the Contractor's layout of the Work for obvious errors or omissions, the responsibility for laying out the Work remains solely the Contractor's and the Contractor shall be solely responsible to the Owner for correcting and for the cost of correcting, any errors resulting from the Contractor's layout of the Work.

9.2.5 CONTRACTOR TO ASSIST ENGINEER. When requested by the Engineer, the Contractor shall make available a competent person from his construction force to assist the Engineer in any manner which may be necessary to check the grades and alignment as well as other features of the Work. No

extra payment will be made for the services of such assistant, and payment for the assistance shall be deemed to be included in the various unit bid prices. Failure to comply with this provision shall be sufficient cause for the Engineer to recommend to the Owner that the Work on the unchecked sections be stopped.

- 9.2.6 CONTRACTOR TO PROTECT CONTROL POINTS.** The Contractor shall adequately protect all benchmarks, control points, monuments, stakes and marks set by the Engineer. If these control points are disturbed or obliterated by the Contractor during the progress of the Work, they shall be replaced at the Contractor's expense, and the amount thereof may be withheld from any payment due or becoming due.
- 9.2.7 RELEASE OF ELECTRONIC FILES.** Engineer shall provide electronic files to the Contractor after the Contractor executes the media release form.
- 9.2.8 DISCONTINUATION OF WORK BY CONTRACTOR.** Should the prosecution of the Work for any reason be discontinued by the Contractor, with the consent of the Engineer, the Contractor shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

ARTICLE 10: ROLES THROUGHOUT PROJECT

SECTION 10.1: THE ENGINEER

- 10.1.1 ENGINEER'S STATUS DURING CONSTRUCTION.** The Engineer shall be the Owner's representative during the construction of the Work. All instructions of the Owner to the Contractor shall be issued through the Engineer. The Engineer shall make periodic visits to the Site of Work to observe the progress and quality of the executed Work to determine, in general, if the Work is proceeding according to the Contract Documents. The Engineer shall not be required to make continuous or exhaustive on-site inspections nor shall the Engineer be responsible for construction means, methods, techniques, sequences or procedures, or the safety precautions incidental thereto. On the basis of the Engineer's on-site observations, the Engineer shall keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the completed Work.

If the Owner and Engineer agree, the Engineer shall provide one or more project representatives (*Inspectors*) to assist the Engineer in carrying out the Engineer's responsibilities at the Site of Work. Such representatives are to be provided at the Owner's expense.

- 10.1.2 CLARIFICATIONS AND INTERPRETATIONS.** The Engineer shall issue, with reasonable promptness, such written Clarifications or interpretations of the Plans or Specifications as the Engineer may determine necessary for the proper execution of the Work. Such Clarifications must be consistent with the overall intent of the Contract Documents and shall be binding upon all parties to the Contract.

SECTION 10.2: THE CONTRACTOR

10.2.1 PERSONNEL.

- (A) **SUPERINTENDENCE.** The Contractor shall attend to the Work personally or through a competent, English-speaking superintendent, or competent designee, who shall be continually present on the Site of Work whenever any of the Work is in progress by any contractor or Subcontractor. Such a superintendent or designee shall be satisfactory to the Engineer and, except in extraordinary circumstances, shall not be removed or replaced without due notice being given the Engineer. The superintendent or designee shall have full authority to act for the Contractor without the need to consult any higher level of authority.
- (B) **EMPLOYEES.** All workers must be competent and fully qualified in the type of work to be performed. The Contractor will remove from the Site of Work any employee who is found by the Engineer to be incompetent, or who is performing the Work in an unworkmanlike manner or contrary to the Specifications or the Engineer's instructions, or who is disorderly.
- (C) **WORK FORCE.** The quality of superintendence and the number of workers employed on the Site of Work shall, in the opinion of the Engineer, be sufficient to complete the Project within the stipulated

time. No Progress Payments due or becoming due during this Project shall be certified for payment for as long as any Contractor is in violation of the terms of this section.

10.2.2 WORKING FACILITIES.

(A) **ADDITIONAL RIGHTS OF WAY.** The Owner will provide land, easements or rights of way for the Work within the limits designated on the Plans. The Contractor shall not enter or occupy any land outside of the limits so designated on the Plans without first obtaining the written consent of the property owner(s) which shall hold harmless the Owner and Engineer from any costs or damages resulting from the Contractor's use of the property. It shall be the Contractor's responsibility to ensure that the Contractor's proposed use of such lands conforms to all applicable laws and provisions of the local zoning ordinance. A copy of the written consent of the property owner(s) shall be filed with the Engineer. Upon completion of the Work, including all cleanup and restoration, the Contractor shall obtain a written release from the owners of all lands used, and file such release or releases with the Engineer.

The Contractor shall become familiar with the rights of way provided as indicated on the Plans. The Contractor shall make all necessary arrangements for additional rights of way required by the Contractor such as for storage of equipment and material. No further payment will be made for additional rights of way other than that included in the unit prices bid for the construction Work.

(B) **TEMPORARY UTILITIES.** The Contractor shall furnish, at the Contractor's own expense, an adequate supply of water, electric power and telephone service as required in the performance of the Work. The Contractor shall furnish and install all temporary connections, meters and other appurtenances, shall conform to all requirements of the utility companies, and shall pay all expenses and charges incidental thereto. After the completion of the Work, the temporary facilities shall be removed by the Contractor at no additional cost of the Owner. The Contractor shall provide sufficient artificial lights so that all Work may be done in a workmanlike manner when or where there is not sufficient daylight and as approved by the Engineer.

(C) **SANITARY FACILITIES.** The Contractor and Engineer shall provide and maintain, in a strictly sanitary manner, and at the Contractor's own expense, toilet facilities for the Contractor, the Engineer, and their respective workers, which shall be screened from public view. The location thereof and the method of waste disposal shall be subject to the approval of the Engineer. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory conditions on all parts of the Work.

(D) **REPLACEMENT OF SURVEY MARKERS.** When any monument, whether of stone, concrete, wood or metal or a mark on a structure, designating the lines of the streets or highway or of private property, is in the line of any excavation or other construction work and may have to be removed, the Contractor shall notify the Engineer in writing at least twenty-four (24) hours in advance. Under no circumstances shall such monument be removed or disturbed by the Contractor or by any of its workers without the permission of the Engineer. Should any such monument, before the Engineer has had the opportunity to provide for the replacement, be destroyed through accident or neglect, the Contractor will be required, at its own expense, to employ a New Jersey licensed professional surveyor, acceptable to the Engineer, to re-establish such points and will replace same at least equivalent to their original condition.

(E) **USE OF COMPLETED SECTIONS OF WORK.** The Engineer may order completed or partially completed but previously unused sections of the Work to be placed in operation prior to the acceptance of the entire Project. Unless otherwise provided herein, the maintenance of such sections of the Project shall be the responsibility of the Owner, who shall also be responsible to the Contractor for any additional costs occasioned by such opening. The Engineer shall have, and is hereby agreed to have, the final authority in the determination of such additional costs. This section does not apply to reconstruction of existing facilities.

(F) **FINAL CLEANUP.** Before the final acceptance of the Work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner any private or public property which may have been damaged or destroyed on account of the prosecution of the Work, shall fill all depressions and water pockets on

public or private property caused by its work, shall clean all obstructions from waterways caused by its work, shall clean all drains, sewers and ditches within and adjacent to the Work which have been obstructed by its operations, and shall leave the site and adjacent public and private property in a neat and presentable condition wherever the Contractor's operations have disturbed conditions existing at the time of starting the Work. When required by the Engineer to do so, the Contractor shall procure and submit to the Engineer signed statements from affected property owners that the Contractor has fulfilled his obligations with regard to their respective properties.

SECTION 10.3: OTHER CONTRACTORS

10.3.1 WORK OF OTHER CONTRACTORS. The right is reserved by the Owner to do work with its own employees or by other contractors and to permit public utility companies and others to do work during and within the limits of, or adjacent to, the Project. The Contractor shall conduct its own work and coordinate with various utilities so as to cause as little interference with the work of such other contractors as possible.

10.3.2 REQUIREMENTS OF OTHER ENTITIES. Certain work to be done incidental to this Contract may be required by persons, municipalities or entities other than the Owner. Plans, Specifications or other available detail information will be contained in the Contract Documents.

The Contractor shall be responsible for the approval and acceptance of the Work that is to meet the requirements of persons, municipalities or entities other than the Owner. The Work may include, but shall not be restricted to, replacement of sidewalks, curbs, pavement or utilities, as well as other incidental work required to complete the Contract.

ARTICLE 11: PROSECUTION OF THE WORK

SECTION 11.1: BEGINNING THE WORK

11.1.1 SCHEDULES. Prior to beginning any Work and during performance of the Work, the Contractor shall submit to the Engineer schedules for all Work. The schedule shall show the sequence of construction operations and other relevant interdependences, the estimated time of initiation and completion of each operation and the times of establishment and estimated duration of any traffic relocations. Such schedules shall be subject to the Engineer's approval. If the Contractor finds it necessary to deviate from the approved schedule, the Contractor shall submit and obtain the Engineer's approval of a revised schedule. Such submissions will be made by the Contractor within seven (7) Calendar Days of the Engineer's request. The Contractor, upon receipt of the approval of a particular schedule, may not deviate from it without the permission of the Engineer. If requested by Engineer, the Contractor shall forward the required schedule in electronic format.

11.1.2 STARTING PLACE. The place where the Work is to be started may be stated in the Contract Documents. If not designated, it will be selected by the Contractor.

The Work will be prosecuted from as many different points in such parts and at such times as may be necessary or directed, and shall be conducted in such manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time set forth in the Contract.

11.1.3 JOB MEETINGS. The Contractor, its Subcontractors and suppliers whose presence is requested shall attend all job meetings called by the Engineer upon forty-eight (48) hours' notice. Lack of attendance at any job meeting by any of the above shall be sufficient reason for the suspension of Work. The proceedings of all job meetings shall be documented with minutes of the meeting prepared by the Engineer, who shall furnish copies of such proceedings to the Owner and copies to the Contractor as required.

11.1.4 ENGINEER'S FIELD OFFICE. On all projects where the item "Engineer's Field Office" is scheduled in the Bid Packet, the Contractor shall provide a field office, for the exclusive use of the Engineer and inspectors, meeting the minimum requirements set forth in the Special Provisions. Such a field office shall be made available, fully equipped and operational, within ten (10) Working Days before starting the Work on the Project and shall be maintained a minimum of thirty (30) Calendar Days and a maximum of ninety (90) Calendar Days following final acceptance of the Work.

- 11.1.5 NORMAL WORKING HOURS REQUIRED.** Unless otherwise specified, the Contractor will be expected to accomplish all of the Work of this Project during normal working hours. No Work will be performed on Saturdays, Sundays, or Legal Holidays, or prior to 7:00 A.M. or after 7:00 P.M. on any normal Working Day or as required by local ordinance, without the approval of the Engineer and the Owner.
- 11.1.6 VIDEOS.** Prior to the start of construction, the Contractor shall furnish a video, taken by an experienced commercial videographer at such times and locations as ordered by the Engineer, to show the conditions of the Site of Work. Videos shall be provided in formats, file types and media acceptable to the Engineer.
- 11.1.7 PHOTOGRAPHS.** The Contractor shall furnish a series of construction photographs, taken by an experienced commercial photographer, to show the progress of the Work. Photographs shall be taken of the Site of Work and any other locations as directed by the Engineer, prior to the start of Work and on a monthly basis throughout the duration of the Project. Not less than eight (8) photographs, taken at regular intervals, shall be obtained during each month throughout the duration of the Project. Digital photos shall be provided in formats, file types and media acceptable to the Engineer.

SECTION 11.2: QUALITY

- 11.2.1 WORKMANSHIP.** All workmanship shall be, in every respect, in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used on the Work.

The quality of Work provided for herein shall be acceptable to the Engineer, and the Engineer's decision upon all questions relating to the quality and acceptability of the Work performed shall be final and binding.

- 11.2.2 MATERIALS.** All materials required for the Work shall be provided by the Contractor and shall be subject to the Engineer's approval before and/or after delivery and before and/or after incorporation into the Work.
- 11.2.3 AMERICAN PRODUCTS.** Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.
- 11.2.4 EQUIPMENT.** The Contractor should familiarize themselves with the requirements of the equipment required for the proper execution of the Work. All equipment used shall be proper for the Work to be performed. No equipment which will cause damage to public or private property shall be allowed.
- 11.2.5 EQUIVALENT OR "EQUAL" ITEMS.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no equivalent is permitted, materials or equipment of other suppliers may be accepted. If the Contractor wishes to furnish or use a proposed equivalent, the Contractor will be required to show, to the satisfaction of the Engineer, that the proposed equivalent will perform adequately the duties required by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. No equivalent shall be used without the written permission of the Engineer, who shall be the sole judge of quality and equality. Owner reserves the right to evaluate changes that may be made to the basis of payment or the contract time as a result of the use of the authorized equivalent items. When the Contract Documents permit the selection of more than one type of material, equipment or product, only one type shall be used on the Project.

- 11.2.6 SUBSTITUTE ITEMS.**

(A) If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Engineer for approval thereof, certifying that the proposed substitute, although not equivalent or equal or similar quality to that specified, performs adequately the functions and achieves the results called for by the general design, and is suited to the same use as that specified. The application shall state that the evaluation and approval of the proposed substitute does not prejudice the Contractor's achievement of completion on time. It shall also state whether or not approval of the proposed substitute for use in the Work requires a change in any of the Contract Documents to adapt the design to the proposed substitute, and whether or not

incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair, and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs that result directly or indirectly from approval of such substitute, including costs of redesign, all of which will be considered in evaluating the proposed substitute. The Engineer may require the Contractor to furnish additional data about the proposed substitute.

- (B) When the Contractor submits proposed substitute items, the Contractor's submission shall be prepared by a professional engineer, competent in the pertinent area of practice and holding a professional engineering license in the State of New Jersey. The submission shall include the professional engineer's signature and seal and, unless otherwise provided in the Special Provisions, the submission shall conform to NJDOT design manuals and standards for the Work and shall include design calculations with pertinent code references.
- (C) If specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or use a substitute means, method, technique, sequence, or procedure of construction which is acceptable, if the Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is an acceptable substitute to that indicated or required by the Contract Documents. The procedure for review by the Engineer is to be similar to that described in the previous paragraph.
- (D) The Engineer is to be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed, or used without approval. If approval is given, it is on the condition that the Contractor is fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted materials, equipment, means, method, technique, sequence, or procedure of construction, the Engineer determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute and shall complete the remaining Work with the specified materials, equipment, means, method, technique, sequence, or procedure of construction. The Contractor shall remove the deficient Work and replace it as specified, or take such other corrective action as the Engineer may direct.
- (E) No increase will be made in the basis of payment for the Pay Items involved, nor in the Contract Time as a result of authorized substitutes. The Owner may condition approval of a substitute on an equitable decrease in the basis of payment for the pay items involved if, in the opinion of the Engineer, the function of the substitute is acceptable although it is not of equal substance or may entail greater long term cost to the Owner. The Engineer may require the Contractor to furnish at no cost to the Owner a special performance guarantee or other surety with respect to any substitute.
- (F) The Engineer will document the time expended in evaluating proposed substitutions and in making changes in the Contract Documents including determining that a proposed substitute is unacceptable. The Owner shall deduct such cost from payments owed to the Contractor.

11.2.7 UNAUTHORIZED OR DEFECTIVE WORK. Any materials or work unauthorized or found to be defective, or not in strict conformity with the requirements of the drawings and Specifications or damaged by action of the Contractor or the Subcontractors or employees or others, or through action of fire, the weather or by any other cause, shall be removed immediately and new materials or work substituted therefore without delays by the Contractor.

No previous inspection or partial payment shall be held as an acceptance of defective work or materials or to relieve the Contractor from the obligation to furnish sound materials and to perform good satisfactory work. The Engineer is to be the final judge of the materials and work furnished.

If the Owner deems it inexpedient to correct Work damaged or not completed in accordance with the Contract, the difference in value between such work and that specified, together with a fair allowance for damage, shall be deducted from payments owed to the Contractor.

SECTION 11.3: SAFETY

11.3.1 PUBLIC SAFETY AND CONVENIENCE.

- (A) The Contractor shall conduct its WORK with the least possible obstruction to traffic and the public. The protection of persons and property, and the convenience of the public and of residents adjacent to the Work, are of first importance and shall be provided for by the Contractor in an adequate and satisfactory manner. Suitable and safe temporary crossings shall be constructed and maintained where access to adjacent property is required. Fire hydrants shall be left free of obstruction at all times, and access provided for fire apparatus.
- (B) Materials and equipment stored on the site shall be placed so as to cause as little inconvenience to residents and the traveling public as is necessary. Roadways, sidewalks, gutters, and sewer inlets adjoining the Work under construction shall not be obstructed more than necessary.
- (C) The Contractor shall provide for prompt removal from existing roadways of all soil and other materials that have been dumped, spilled, washed, tracked or otherwise deposited thereon by hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements, or create a traffic hazard.
- (D) The Contractor shall employ construction means and methods that will keep flying dust to a minimum. The Contractor shall provide for the sprinkling of water whenever the public is affected by such dust. The materials and methods of dust control shall be subject to the approval of the Engineer.
- (E) The Contractor shall perform a general clean-up of the Site of Work before weekends, Holidays, and community events.
- (F) Where necessary, the Contractor shall:
 - a) Install and maintain temporary sidewalks and curb ramps;
 - b) Pay particular attention to accessible routes, including school crossings and crosswalks;
 - c) Ramp (*1:12 maximum*) all grade transitions greater than 1/4”;
 - d) Temporarily replace crosswalk markings when construction is not active for more than twenty-four (24) hours; *and / or*
 - e) Remove temporary access measures when no longer required.

11.3.2 MAINTENANCE AND PROTECTION OF TRAFFIC.

- (A) The Contractor shall erect or place, and maintain in good condition, barricades, warning signs, lights, flares, yellow-flashing light units, drums, traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic. Excavations shall not remain open overnight.
- (B) All traffic control devices, other than those shown on the Plans and where required by the Contractor's operations, shall conform to the current Manual on Uniform Traffic Control Devices and shall be acceptable to the Owner or the Owner's designee for traffic control.
- (C) The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions that may be necessary for the safety of the public and protection of the Work.
- (D) The Contractor shall obtain consent of all appropriate authorities having jurisdiction and the concurrence of the Engineer for any detours, which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulation and direction of traffic thereon, and the installation and maintenance of signs and traffic control devices.
- (E) Insofar as the technical requirements of this Project, the Contractor shall be aware of the requirements of Section 159 of the Standard Specification and the related Supplementary Specifications and Special Provisions.

11.3.3 CLOSING WORK AREAS TO PUBLIC USE.

- (A) Prior to beginning construction, as directed by the Engineer at the preconstruction meeting, the Contractor will prepare and distribute to all property owners and tenants affected by the Project a letter outlining the proposed improvements and the anticipated duration of each phase of construction. This letter will be reviewed and approved by the Engineer prior to distribution and will be distributed by the Contractor not less than seven (7) Calendar Days prior to the beginning of Work or within such other time as the Engineer may direct.
- (B) If there is a delay in driveway repair work, the Contractor must reschedule and provide additional notice to property owners. Verbal notice will be acceptable if the delay is within twenty-four (24) hours of the original schedule, otherwise provide additional written notice at least forty-eight (48) hours prior to actual closure.

The Contractor shall schedule operations to provide the following as a minimum:

- a) Driveway closures may not exceed more than three (3) Calendar Days. Driveways must be open for use with temporary pavements complete by the fourth (4th) Calendar Day after initial closure.
- b) Permanent base courses or temporary pavements acceptable to the Engineer must be complete by the fifth (5th) Calendar Day after disturbance of any existing roadway or driveway pavement.
- c) Backfilling to topsoil subgrade of all new curb and sidewalk restoration areas must be complete by the fourth (4th) Calendar Day after concrete placement.

In all cases, including, but not limited to all areas covered by the above requirements, the Contractor shall adequately provide for the protection of all work areas as required by **THE WORK PROCEDURES** until restoration is complete.

- (C) All streets, intersections, sidewalks, parking areas and all other publicly used portions of the Project are to be kept open every Calendar Day including overnight and on Saturdays and Sundays of each week and Holidays, unless written permission is granted by the Engineer to do otherwise.
- (D) The Contractor will not occupy a lane, shoulder, median, or sidewalk area adjacent to traffic with equipment, material, personnel, or employee vehicles without the approval of the Owner or the Owner's designee for Traffic Control and notice to the Engineer.
- (E) The Contractor will schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible and will confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is performed in stages adjacent to traffic, the Contractor will ensure that the road opened to traffic adequately accommodates traffic and will not interfere with existing traffic access, except when required to perform the Work or as approved by the Owner or Owner's designee for Traffic Control.
- (F) The Contractor will not work above vehicular or pedestrian traffic, except as specified in the Contract. Where construction interferes with existing pedestrian access, the Contractor will provide temporary pedestrian access acceptable to the Owner or Owner's designee for Traffic Control.
- (G) The Owner or the Owner's designee for Traffic Control has the right to reject or rescind approval of roadway, lane or shoulder closures because of the following:
 - a) Weather conditions;
 - b) The closure is unnecessary to perform the Work; and
 - c) Emergency conditions either on or off the Project that results in an unacceptable impact to the traveling public.
- (H) The Owner will not make payment for delays or costs arising from the rejecting or rescinding of roadway, lane or shoulder closures.

- (I) If the Work, or any part of the Work, is stopped for more than five (5) Working Days or if the Work, or any part of the Work, is suspended, the Contractor will restore excavated areas within or adjacent to the traveled way as directed by the Owner or the Owner's designee for Traffic Control.
- (J) If required by construction operations, the Contractor, with approval by the Owner or the Owner's designee for Traffic Control and with prior notice to the Engineer, may close roadways during working hours only and driveways for continuous periods not to extend over more than seventy-two (72) hours. Property owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of a closure. Copies of such notices shall be provided to the Engineer for approval.

11.3.4 INADEQUATE PRECAUTIONS BY CONTRACTOR. If the Owner deems the precautions taken by the Contractor to be inadequate, the Owner, with or without the advice of the Engineer, may order additional protection. Should the Contractor, after such order by the Owner, neglect to put up, provide or maintain such suitable protection as is required, the Engineer or the authorities of the Owner may, if directed by the Owner, immediately, and without notice to the Contractor, furnish materials and put up and maintain such additional protection as is deemed necessary and the cost thereof shall be paid by the Contractor.

All expenses incurred for additional protective measures herein specified and for repairs and replacements, shall be paid by the Contractor.

11.3.5 MAINTENANCE OF DRAINAGE.

- (A) The Contractor shall provide all that is required for the removal and disposal of water from the trenches, excavations for structures and other parts of Work in accordance with N.J.D.E.P. requirements. Ground water shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavations until any construction which would be affected is complete. Adequate facilities, as approved by the Engineer, shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities. Where well points are to be used, the Contractor shall obtain approval of the plans and equipment from the Engineer.
- (B) In accordance with N.J.D.E.P. requirements, the Contractor shall provide and maintain acceptable ditches, flumes or pumping installations, as required, to care for water courses and sewerage facilities (*natural or artificial*) intercepted by the Contractor's operations or structures.
- (C) In all cases where temporary pipes must be installed, or where sewage, water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the Work, the Contractor shall furnish such pipes, pumps and all other materials, equipment and labor as are required to maintain continuity of service in the utilities affected.
- (D) The Contractor will be held responsible for flooding of adjacent properties from any of the Contractor's operations, and will be held liable for all claims due to flooding, or other damage caused by the above operations.

11.3.6 EMERGENCIES. In emergencies affecting the safety of persons, public or private property or the Work, the Contractor, without specific instructions or authorization from the Engineer or Owner, is obligated to prevent damage, injury or loss. The Contractor will give the Engineer prompt written notice of any changes in the Work or deviations from the Contract Documents caused by such action undertaken by the Contractor.

11.3.7 PUBLIC UTILITIES - SUBSURFACE STRUCTURES.

- (A) Information as to the location of existing subsurface structures and utilities has been collected from various sources. The results of such investigations, shown on the Plans, are not guaranteed as to accuracy. There will be no compensation for delays due to any underground structures and / or utilities that are discovered.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the Plans are not warranted to be even approximately correct,

nor can they be assumed to be the only subsurface facilities or structures which may be encountered in the Work.

The Contractor shall make all necessary supplemental investigation, and shall have no claims against the Owner or Engineer for damages, delays or additional costs due to subsurface structures or utilities encountered in locations shown or other than as shown on the Plans.

- (B) The Contractor is required to notify, in writing, any utility owners involved as to the nature and scope of the Project and of the Contractor's operations that may affect their facilities. The Engineer shall receive a copy of such notices. The terms public utility or public utilities used in these Specifications shall be construed to mean those publicly or privately owned, including those owned by the Owner not directly affected by the Work.
- (C) Prior to excavation of any kind, the Contractor shall have all utilities marked and shall excavate or otherwise determine the exact locations and elevations of the utility. The Contractor shall also comply with the Underground Facilities Protection Act and notify the State's One Call System prior to performing any work. The Contractor will identify itself as the Owner's Contractor and describe the complete limits of the Work. The Contractor shall then notify the Engineer and utility of any direct conflicts and afford the Engineer reasonable time to determine if any changes in the Work are required and/or afford the utility reasonable time to complete any necessary alterations of its facilities.
- (D) When utility facilities are damaged by the Contractor, the Contractor shall notify the property owners, who may cause the Contractor to repair the damage or may cause its repair by others. If the utility was marked or if the Contractor had failed to request a mark out, repair shall be at the Contractor's expense. If the cost thereof has not been paid by the Contractor within thirty (30) Calendar Days after billing, the Owner, upon application of the utility, may retain an amount sufficient to cover the cost from any monies due or that become due the Contractor.

When alterations to any utilities are not occasioned, in the opinion of the Engineer, by the essential requirements of the Project, but are performed largely for the convenience of the Contractor, then the cost of such alterations shall be borne by the Contractor. When such alterations are, in the opinion of the Engineer, essential for carrying out the Work as planned, the cost thereof shall be borne by the Owner or by the owner of the utility in accordance with applicable laws, regulations, precedent, custom or such special agreements to which the Owner may be a party.

SECTION 11.4: SUBMITTALS

- 11.4.1 SUBMISSION SCHEDULE.** Prior to issuance of a Notice to Proceed in accordance with **ARTICLE 7: NOTICE TO PROCEED**, or prior to such other date acceptable to the Engineer, the Contractor shall submit for review and approval by the Engineer, a schedule for all anticipated Submittals indicating anticipated submission dates and review periods for the entire Project duration. The Contractor shall monitor this schedule during the Project and submit additions or revisions for approval by the Engineer if and as required.
- 11.4.2 CONTRACTOR SUBMITTAL REVIEW.** Before submission, the Contractor shall have determined and verified all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information. The Contractor's submissions shall include any necessary design calculations, details, illustrations, material identifications, brochures, catalog cuts or other information necessary to construct the Work as specified in the Contract Documents. Unless identified as a proposed substitution, the Contractor's submission shall not include a change in the Plans, details or Specifications without specifically identifying such change. Each submittal shall bear a title block or stamp and signature certifying that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of the submittal.
- 11.4.3 REQUIRING DESIGN OR ENGINEERING JUDGMENT.** When working drawings, or any other submission which requires design or the exercise of engineering judgment, are specified or required, the Contractor's submission shall be prepared by a professional engineer, competent in the pertinent area of practice and holding a professional engineering license in the State of New Jersey. The

submission shall include the professional engineer's signature and seal and, unless otherwise provided in the Special Provisions, the submission shall conform to New Jersey Department of Transportation's design manuals and standards for the Work and shall include design calculations with pertinent code references.

11.4.4 SUFFICIENT COPIES. The Contractor shall submit, with reasonable promptness and in an orderly sequence as to cause no delay in its own Work or that of any Subcontractor, sufficient copies of all Submittals as directed by the Engineer.

11.4.5 ENGINEER'S REVIEW. The Engineer's review of Submittals shall only be to assess general layout, conformance to the design concept of the Project and compliance with the general requirements of the Contract Documents. The Contractor and any professional who prepares, or assists the Contractor to prepare, shop, setting or working drawings or other submissions shall be fully responsible for the completeness and accuracy of the submission as well as fully responsible to confirm the suitability of the submission in consideration of the Contractor's obligation to construct the work as specified in the Contract Documents and in accord with applicable laws, codes and regulations or requirements of other agencies having jurisdiction. The Contractor also assumes responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has, in writing, specifically called the Engineer's attention to such deviations at the time of submission and has received the Engineer's written approval of such deviations.

Although the Engineer's review of submissions is normally limited to general layout, conformance to the design concept of the Project and compliance with the general requirements of the Contract Documents, the Owner may, but is not obligated to, cause the Engineer to perform a more detailed review for the purpose of giving the Owner greater confidence that the Owner will conform to the Contract Documents. Such more detailed review, if performed, does not relieve the Contractor nor any professional employed by the Contractor from full and complete responsibility for all submissions nor is such review performed for the benefit of the Contractor, or any vendor, supplier, subcontractor or agent of the Contractor, or any professional employed by the Contractor, or anyone other than the Owner.

11.4.6 ENGINEER'S ACTION. The Engineer's action on submissions shall generally be one of the following:

- a) **NO EXCEPTION TAKEN** – Indicating that the Engineer, while performing the limited scope of review required, did not note any deviations related to general layout or design concept of the Project or the general requirements of the Contract Documents.
- b) **EXCEPTION TAKEN AS NOTED** – Indicating that the Engineer, while performing the limited scope of review required, did note deviations. It is left to the Contractor to note the Engineer's observations and take action to eliminate such deviations. The Contractor may be required to acknowledge the Engineer's observations in writing.
- c) **REVISE AS NOTED/RESUBMIT FOR REVIEW** – Indicating that the Engineer, while performing the limited scope of review required, noted material deviations or omissions which require that the Submittal be revised as noted and resubmitted for review.
- d) **REJECTED/RESUBMIT AS SPECIFIED** – Indicating that the Engineer, while performing the limited scope of review required, found the Submittal to be unacceptable with significant deviations related to general layout, the design concept of the Project or the general requirements of the Contract Documents. The Contractor must expeditiously prepare a new submission eliminating the significant deviations.
- e) **SUBMITTAL NOT REQUESTED OR NO ACTION REQUIRED** – Returned without being reviewed. A file copy may be retained by the Engineer.

The Contractor shall only perform the Work of the Project consistent with all Submittals subject to any action taken on those submissions by the Engineer.

ARTICLE 12: INSPECTION AND TESTING PROCEDURES

SECTION 12.1: INSPECTION REQUIRED

- 12.1.1** The Owner contemplates and will require, and the Contractor agrees to, general inspection of the Work by the Owner, the Engineer or their representatives. Such inspection may include, but is not limited to, all Work installed and materials furnished, delivered or intended to be used in the Work and including their manufacture, fabrication, installation and testing.
- 12.1.2** The Engineer's services during the construction phase are intended to provide the Owner a greater degree of confidence that the completed Work of the Contractor will conform in general to the approved plans and related documents. The Engineer will endeavor to observe the progress and quality of the executed Work of the Contractor and determine in general if such work is proceeding in accordance with the requirements of the Project. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the Work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.
- 12.1.3 ACCESS TO THE WORK.**
- (A) The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the Work is performed in accordance with the requirements and intent of the Contract Documents.
- (B) The Owner or the Engineer shall have the right to inspect all Work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished to the Engineer safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the Work is in progress.
- 12.1.4 COVERING UNINSPECTED WORK.** If any of the Work is buried, covered or otherwise concealed prior to inspection or otherwise contrary to the orders and direction of the Engineer and such Work is not subject to testing and approval by any acceptable alternate method, it must, if required by the Engineer, be uncovered for examination. Such testing and / or uncovering and all necessary restoration, regardless of the final acceptability of the Work uncovered, shall be at the expense of the Contractor.
- 12.1.5 UNCOVERING COMPLETED WORK.** The Engineer, with the approval of the Owner, may order the uncovering of any completed portion of the Work at any time prior to acceptance regardless of the degree of inspection initially provided and regardless of any prior approvals. If such uncovered Work is found to be in accordance with the Contract Documents, then all expenses involved in the uncovering, examination, testing and restoration shall be borne by the Owner. If such uncovered Work does not meet the requirements of the Contract Documents, then all expenses involved, including the correction of all deficiencies in the Work, shall be borne by the Contractor.

SECTION 12.2: INSPECTORS

- 12.2.1 INSPECTORS.** The Work shall be conducted under the general inspection of the Engineer who may be assisted by such Inspectors as the Owner and the Engineer may agree to employ.

Inspectors are stationed on the Site of Work to represent the Engineer and to observe and report to the Engineer concerning the progress of the Work and the quality of workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when it appears that the Work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such inspection, if provided, shall not relieve the Contractor of the basic responsibility to furnish materials and perform the Work in complete accordance with the requirements of the Contract Documents.

The Inspector may not order extra or additional work, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or issue instructions contrary to the Contract Documents unless authorized by the Engineer.

12.2.2 DISPUTES. If disputes arise between the Inspector and the Contractor relating to the acceptability of the Work, the Inspector is authorized to reject the Work involved and to notify the Contractor that further work on the portions of the Project involved is unauthorized and subject to non-payment until the question at issue can be referred to and decided by the Engineer.

SECTION 12.3: TESTING MATERIALS

12.3.1 Except as may be provided elsewhere, tests or analyses of materials which are usually tested after delivery to the Site.

12.3.2 If the Engineer orders sampling and analyses or tests of materials which are usually accepted by certification of the manufacturer, but which appear defective or non-conforming to the requirements of the Specifications, the Contractor shall take such action to prove the materials are sound and conforming.

SECTION 12.4: CERTIFICATES OF MANUFACTURER

For raw or manufactured materials or products which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Engineer three (3) copies of certified records of physical, chemical and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the Specification. Where such a small quantity of material is required as to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials which were concurrently produced, may, at the discretion of the Engineer, be considered as the basis for the acceptance of such materials.

ARTICLE 13: MISCELLANEOUS PROVISIONS

SECTION 13.1: LIENS AND CHATTEL MORTGAGES

In case any lien, stop notice or claim for the Work, labor or materials, done, performed or delivered and used in the prosecution of the Work, shall be filed with the Owner, then the Owner may retain from any monies due to the Contractor, a sum equal to the amount of such claims or notice, until such time as the Contractor shall furnish a receipt or release therefrom or thereof. The Contractor warrants that the Contractor has good title to all materials and supplies used by the Contractor in the Work.

SECTION 13.2: RIGHT OF OWNERSHIP

Nothing in these Specifications or in the Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the Work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

SECTION 13.3: PATENTS, ROYALTIES, AND LICENSES

As part of the Contractor's obligation, hereunder and without any additional compensation, the Contractor shall pay for all patent fees, licenses or royalties required with respect to the work, and will fully indemnify the Owner, the Engineer and their respective agents, and employees for any loss on account of infringement of any patent rights unless, prior to the Contractor's use in the Work of a particular process or a product of a particular manufacturer, the Contractor will notify the Owner in writing that such process or product is an infringement of a patent.

SECTION 13.4: CLAIMS AND PROTESTS

If the Contractor considers any required Work to be outside the requirements of the Contract or considers any record or ruling of the Inspectors or Engineer as unfair, the Contractor shall ask for a written instruction or decision immediately and should then file a written protest with the Owner and the Engineer against the same within five (5) Working Days of the incident or decision or the Contractor shall be considered as having accepted the record or ruling, and shall, therefore, forfeit any claim to future compensation in any form on account of such order or decision. The Contractor may not suspend the Work while a claim or protest is pending.

SPECIAL PROVISIONS

This Section is related to ARTICLE 4: BID PACKET INSTRUCTIONS.

THE OWNER

NAME: Township of Evesham

ADDRESS: 984 Tuckerton Road, Marlton, NJ 08053

CONTACT: Mr. Robert Corrales, Administrator

TELEPHONE: 856-983-2900 FAX: _____

EMAIL: corralesr@evesham-nj.gov

THE ENGINEER

The following is added to the definition of "ENGINEER":

NAME: T&M Associates

ADDRESS: 200 Century Parkway, Suite 200, Mount Laurel, NJ 08054

CONTACT: Robert Hunter, P.E.

TELEPHONE: 856-722-6700 FAX: _____

EMAIL: rhunter@tandmassociates.com

PERMITS TO BE SECURED BY THE CONTRACTOR

This Section is related to ARTICLE 4: BID PACKET INSTRUCTIONS.

The following permits are pending or have been obtained by the Owner for the construction of this Project:

	<u>PERMIT</u>	<u>STATUS</u>
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____

Copies of these permits are on file in the office of the Engineer and may be examined by prospective Bidders during normal business hours. The Bidder shall be aware of all conditions of the listed permits and shall include all the costs of complying therewith in the unit bid prices for the various items scheduled in the Bid Proposal.

The disposal location for any material resulting from construction operations, including Clearing Site and Roadway Excavation, must have all necessary permits and approvals pursuant to any regulations of the State of New Jersey or any other agency having jurisdiction concerning disposal of material.

If pending permits have not been obtained within ninety (90) Calendar Days after the date of the Notice of Award and the absence of such permits, in the opinion of the Engineer, reasonably prevents the successful Bidder from proceeding in an efficient manner, the Owner will grant an extension of time equivalent to the Calendar Days required to obtain the permits. No additional compensation related to any delay in obtaining pending permits will

be allowed. If all the permits are not obtained within ninety (90) Calendar Days of the date of the Notice of Award, the Contract may, at the request of either the Contractor or the Owner, be terminated.

The following permits must be obtained by the Contractor, and the Contractor shall pay for all application and related costs:

<u>AGENCY</u>	<u>PERMIT DESCRIPTION</u>
Evesham Township	Construction Permit

TIME ALLOWED AND SUBSTANTIAL COMPLETION

The following changes are related to SECTION 6.2: TIME ALLOWED AND SUBSTANTIAL COMPLETION:

- 1) All Work stipulated in the Contract shall be fully completed within Sixty (60) Calendar Days of the Notice to Proceed.

=

INSURANCE

The following language is related to SUBSECTION 6.3.1 INSURANCE:

- (A.) Project Insurance Level shall be: B.
- (B.) The Owner and Engineer shall be named as Additional Insured.

DAMAGES

*The following is related to **SUBSECTION 6.6.3 DAMAGES - PARAGRAPH (D.) LIQUIDATED DAMAGES FOR NON-COMPLETION:***

<u>CONTRACT AMOUNT</u>	<u>CHARGE</u>
Up to \$100,000	<i>Per Calendar Day</i> \$500/C.D.
Up to \$1,000,000	\$1,000/C.D.
Up to \$2,000,000	\$1,500/C.D.
Up to \$5,000,000	\$2,000/C.D.
Over \$5,000,000	\$3,000/C.D.

STARTING PLACE.

*The following language is related to **SUBSECTION 11.1.2 STARTING PLACE:***

The Work shall begin as approved by Evesham Township.

MAINTENANCE AND PROTECTION OF TRAFFIC

*The following language is related to **SUBSECTION 11.3.2 MAINTENANCE AND PROTECTION OF TRAFFIC:***

- 1) Uniformed Law Enforcement Officers (Police Traffic Directors) will not be required on this Project.
- 2) The Contractor is responsible to provide all traffic control required by the Contract Documents except those services furnished by Police Traffic Directors. The Contractor shall include in the various items scheduled in the Bid Proposal, all costs of traffic control required by the Contractor’s operations except to the extent that the traffic control will be provided by Police Traffic Directors assigned by the Owner.
- 3) The Owner has designated the following individual(s) as the person(s) responsible for determining when and where Uniformed Law Enforcement Officers (Police Traffic Directors) shall be required:

NAME: N/A

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

PUBLIC UTILITIES - SUBSURFACE STRUCTURES

The following language is related to **SUBSECTION 11.3.7 PUBLIC UTILITIES - SUBSURFACE STRUCTURES:**

The known utility owners who may be affected by the Project are:

Water:	<u>EMUA</u>	Sewer:	<u>EMUA</u>
Gas:	<u>PSE&G</u>	Others:	<u></u>
Electric:	<u>PSE&G</u>		<u></u>
Telephone:	<u>Verizon</u>		<u></u>
Cable TV:	<u>Comcast</u>		<u></u>

QUESTIONS REGARDING THE BID DOCUMENTS

Questions regarding the bid package shall be submitted in writing to T&M Associates, attention Mark Hansen at mhansen@tandmassociates.com by end of day, Tuesday, June 22, 2021.

FORMS

BID PACKET

FOR:
ELEVATED WOOD PLATFORM

BY:

(Bidder Name)

(Bidder Address)

(Bidder Phone Number)

(Bidder Alternative Phone Number)

(Bidder Fax Number)

(Bidder Federal I.D. # or S.S. #)

(Bidder Email Address)

(Name of Bidder's Authorized Representative)

TO:

Township Of Evesham

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.1)

ELEVATED WOOD PLATFORM

(Bidder Name)

Bidder is to initial next to each document provided in its Bid Packet. Items 1 through 15 below are to be provided in the Bid Packet. Owner requests that Bidder also submit Items A through D in its Bid Packet. If any of the Items A through D are not included in the Bid Packet, they shall be provided prior to contract award; provided with respect to the Public Works Contractor Certificate only those documents required pursuant to N.J.S.A. 34:11-56.55 are required to be submitted prior to contract award.

<u>DESCRIPTION OF DOCUMENTS TO BE SUBMITTED IN BID PACKET</u>	<u>BIDDER'S INITIALS</u>
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.1</u> (this document)	_____
2. BID PROPOSAL	_____
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23.2</u>	_____
4. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u> and <u>N.J.S.A. 40A:11-23.2</u>	_____
5. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	_____
6. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	_____
7. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-23.2</u> and <u>N.J.S.A. 40A:11-16</u> (if applicable scope of work)	_____
8. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	_____
9. BID PACKET CERTIFICATION (completed and signed by appropriate authorized representative(s) of Bidder and notarized by Notary Public)	_____
10. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	_____
11. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	_____
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	_____
13. BIDDER'S ACKNOWLEDGMENT	_____
14. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	_____
15. CONTRACTOR RESPONSIBILITY CERTIFICATION	_____

DESCRIPTION OF DOCUMENTS TO BE PROVIDED PRIOR TO CONTRACT AWARD

A. PUBLIC WORKS CONTRACTOR CERTIFICATE - *Owner is requesting the submission of the Public Works Contractor Certificate of Bidder and the named Subcontractors in the Bid Packets. Pursuant to N.J.S.A. 34:11-56.55, the Public Works Contractor Certificates of the named Subcontractors are required to be submitted prior to contract award.*

B. BUSINESS REGISTRATION CERTIFICATE *pursuant to N.J.S.A. 52:32-44. Owner is requesting the submission of the Business Registration Certificate of Bidder and the named Subcontractors in the Bid Packets. If not provided in the Bid Packets, they must be submitted prior to contract award.*

C. DISCLOSURE OF ELECTION CONTRIBUTIONS *pursuant to N.J.S.A. 19:44A-20.27*

D. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN *pursuant to N.J.S.A. 40A:11-2.1*

BID PROPOSAL

ELEVATED WOOD PLATFORM

(Bidder Name)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
1.	BASE BID: Construction of an elevated wood platform approximately 1,650 square feet including concrete foundations, wood framing, composite decking, stairs, ramp, metal handrails and guardrail, concrete sidewalk and concrete parking pad, and landscaping.	
	Lump Sum	\$
2.	MISC. WORK ALLOWANCE: (To be Used If and Where Directed by the Township)	\$10,000.00
	TOTAL AMOUNT FOR BASE BID INCLUDING MISC. WORK ALLOWANCE (Items 1 and 2)	\$

WRITE TOTAL BASE BID AMOUNT (Item 1+
Item 2):

NOTE: This is a lump sum price bid. The price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the base bid and the miscellaneous work allowance. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

Bidders are advised that one contract shall be awarded for the total lowest amount bid (including the Misc. Work Allowance), contingent upon availability of funds. Each bidder shall complete all proposal forms provided. Failure to bid on any of the option(s) will result in rejection of the bid.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23.2)

ELEVATED WOOD PLATFORM

(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____

No Addendum received: _____

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate: _____

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

ELEVATED WOOD PLATFORM

(Bidder Name)

1. Pursuant to N.J.S.A. 52:32-44, Owner is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.
2. Prior to contract award or authorization, the Contractor shall provide the Owner with its proof of business registration and that of any named Subcontractor(s).
3. Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
4. During the course of contract performance,
 - a. The Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
 - b. The Contractor shall maintain and submit to the Owner a list of Subcontractors and their addresses that may be updated from time to time.
 - c. 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.html>
5. Before final payment is made under the Contract, the Contractor shall submit to the Owner a complete and accurate list of all Subcontractors used and their addresses.
6. 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.
7. **Emergency Purchases or Contracts:** For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:** _____

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48 et seq.)

ELEVATED WOOD PLATFORM

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor and Workplace Development at the time the Bid Packets are received. Failure to register accordingly shall render the Bid Packet to be non-responsive. Owner requests that Bidder, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for the Bidder and all Subcontractors identified in the Bid Packet. The **PUBLIC WORKS CONTRACTOR CERTIFICATES** for all named Subcontractors must be provided prior to contract award. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor and Workplace Development prior to physically starting the work on the Project.

*By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE:*** _____

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ELEVATED WOOD PLATFORM

(Bidder Name)

PART I - Please check the appropriate box below:

- | | |
|--|--|
| <input type="checkbox"/> Sole Partnership (<i>skip Parts II and III, execute certification in Part IV</i>) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit Corporation (<i>skip Parts II and III, execute certification in Part IV</i>) | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> For Profit Corporation (<i>any type</i>) | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Liability Company (LLC) | |
| <input type="checkbox"/> Other (<i>be specific</i>): _____ | |

PART II - Please check the appropriate box below:

- The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION.**)

- OR -

- No one stockholder in the corporation owns ten percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. (**SKIP TO PART IV.**)

FULL NAME OF INDIVIDUAL
OR BUSINESS ENTITY

ADDRESS OF INDIVIDUAL
OR BUSINESS ENTITY

1.	_____	_____

2.	_____	_____

3.	_____	_____

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ELEVATED WOOD PLATFORM

(Bidder Name)

PART III – DISCLOSURE OF TEN PERCENT (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 ten percent (10%) 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 ten percent (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 ten percent (10%) 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 identified above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership criteria established to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

STOCKHOLDER / PARTNER / MEMBER AND CORRESPONDING ENTITY LISTED IN PART II	HOME ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ELEVATED WOOD PLATFORM

(Bidder Name)

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

Full Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 40A:11-2.1)

ELEVATED WOOD PLATFORM

(Bidder Name)

PART I - BIDDERS ARE TO COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

Pursuant to N.J.S.A. 52:32-58, 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 Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf> Bidders **must** review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she 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 suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- I certify, pursuant to N.J.S.A. 52:32-55 et al., that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates are listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 52:32-55 et al. ("Chapter 25 List"). I further certify that I am the Bidder's Authorized Representative 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 of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

PART II - Bidders are to provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 40A:11-2.1)

ELEVATED WOOD PLATFORM

(Bidder Name)

PART III - Certification:

I, being duly sworn upon my oath, hereby represent and state 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 State of New Jersey and the Owner of the Project are 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 State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of 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 State of New Jersey and/or the Owner and that the State and / or Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

BY:

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

ELEVATED WOOD PLATFORM

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (*ELEC*) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

- Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

- Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

BID BOND

(Pursuant to N.J.S.A. 40A:11-21)

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, _____,
(Bidder Name)

located at _____, (hereinafter called the "Principal"), and
(Bidder Address)

_____, located at _____,
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto _____, as Owner, in the penal sum of

_____ (\$ _____)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; **OR** (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of _____
(Date)

_____ in the year of 20 _____ .
(Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

_____, located in the

_____, is awarded to _____, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____.
(Date) (Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

NON-COLLUSION AFFIDAVIT

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

I, _____, residing in _____
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of _____ and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am _____ of the firm of _____
(Bidder's Authorized Representative Title) (Bidder's Name)

_____, the Bidder making this Bid Proposal for the Bid Packet entitled,

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

(Bidder's Name)

BY: _____
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

ELEVATED WOOD PLATFORM

(Bidder Name)

PART I - Please check the appropriate box below:

- A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II -*ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE*, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
	_____	_____
b. _____	_____	_____
	_____	_____
c. _____	_____	_____
	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate: _____

SUBCONTRACTOR IDENTIFICATION (Applicable only to Construction, Alteration, or Repair of Public Building)

(Pursuant to N.J.S.A. 40A:11-16)

ELEVATED WOOD PLATFORM

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16 and N.J.S.A. 40A:11-23.2, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

1. Plumbing and gas fitting and all kindred work

Name: _____

Address: _____

License No.: _____ Expiration: _____

2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work

Name: _____

Address: _____

License No.: _____ Expiration: _____

3. Electrical work

Name: _____

Address: _____

License No.: _____ Expiration: _____

4. Structural steel and ornamental iron work

Name: _____

Address: _____

License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ELEVATED WOOD PLATFORM

(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder shall submit, along with its Bid Packet, the following:

- a.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

Owner further requests that the Bidder submit along with its Bid Packet Evidence of Business Certificate Registration for all Subcontractors listed. If not provided with the Bid Packet, the Evidence of Business Certificate Registration of all Subcontractors listed must be provided prior to contract award.

*By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:* _____

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

ELEVATED WOOD PLATFORM

(Bidder Name)

The above named Bidder, located at _____ ,
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full not less than prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Workplace Development under N.J.S.A. 34:11-56.25 et seq. pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

In the event it is found that any worker, employed by the Bidder or any subcontractor of Contractor, 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 New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION: _____

BIDDER'S ACKNOWLEDGEMENT

ELEVATED WOOD PLATFORM

(Bidder Name)

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS of THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

ELEVATED WOOD PLATFORM

(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BY: _____
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

ELEVATED WOOD PLATFORM

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**: _____

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

ELEVATED WOOD PLATFORM

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: _____

2.) State of Incorporation or Formation of bidding entity: _____

3.) Number of years engaged in the contracting business under your present firm or trading name: _____

4.) General character of work performed by company: _____

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of two percent (2%) for retainage? If so, how much and why?

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

ELEVATED WOOD PLATFORM

(Bidder Name)

10.) Please provide a minimum of five (5) references and the following information for projects currently in progress or completed within the last three (3) years:

<u>PROJECT NAME & ADDRESS</u>	<u>PROJECT OWNER</u>	<u>PROJECT ENGINEER</u>	<u>PHONE NUMBER(S) & EMAIL ADDRESS(ES)</u>

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

ELEVATED WOOD PLATFORM

(Bidder Name)

11.) Please provide the following information about all of your projects which are currently under construction:

<u>PROJECT NAME & ADDRESS</u>	<u>CONTACT PERSON & PHONE NUMBER</u>	<u>GROSS CONTRACT</u>	<u>ANTICIPATED COMPLETION DATE</u>
_____	_____	_____	_____
_____	_____		
<hr/>			
_____	_____	_____	_____
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_____	_____		
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STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

ELEVATED WOOD PLATFORM

(Bidder Name)

12.) Please provide the following information regarding major contracts completed by your firm within the last three (3) years:

<u>PROJECT NAME & ADDRESS</u>	<u>CONTACT PERSON & PHONE NUMBER</u>	<u>CONSTRUCTION COSTS</u>			<u>COMPLETION DATE</u>
		<u>ORIGINAL COST</u>	<u>CHANGE ORDERS</u>	<u>FINAL COST</u>	

By initialing here, the Bidder hereby represents and warrants that the information provided in this **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** is complete and accurate: _____

BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF _____

SS.

I, _____, residing in _____
(Authorized Representative Name) *(Municipality Name)*

In the County of _____ and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am _____ of the firm of _____
(Authorized Representative Title) *(Bidder Name)*

_____, the Bidder submitting this Bid Packet for the Project, entitled _____.

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: _____
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

This Bid Packet has been Sworn and Subscribed before me this
_____ Day of _____, 20 _____

NOTARY PUBLIC SEAL:

NOTARY PUBLIC

(Notary Public Signature)

(Print or Type Name)

My Commission Expires _____

TOWNSHIP OF EVESHAM
RESOLUTION NO. 92-2020

RESOLUTION ADOPTING A RESPONSIBLE CONTRACTOR
AND SUB-CONTRACTOR POLICY FOR APPROPRIATE
PUBLIC WORKS CONSTRUCTION PROJECTS

WHEREAS, the Township of Evesham ("Township") undertakes public works projects that necessitate the procurement of construction services through contracts subject to public advertising and bidding under the Local Public Contracts Law ("LPCL"), N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the LPCL further establishes the legal framework followed by the Township regarding the award contracts for construction services and public works projects to the lowest responsible bidder, or the vendor whose response to a request for bids offers the lowest price and is responsive; and who is responsible; and

WHEREAS, the term "responsible" as defined under the LCPL requires that, in addition to price, the award of a contract must also take into account whether a contractor is able to complete the contract in accordance with its requirements, including, but not limited to matters such as experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability; and

WHEREAS, the purchase of services for such public works projects requires substantial taxpayer investments and are necessary to the effective performance of vital municipal functions, the Township Council finds that it is in the Township's best interest to define the term "responsible" as contained in and consistent with the LPCL and other applicable statutes governing its purchases of construction goods and services in order to protect and promote public health, safety and welfare; and

WHEREAS, the Township Council further desires to establish policies that such construction contracts are awarded in an atmosphere that invites competition and guards against favoritism, improvidence, arbitrary conduct, extravagance, fraud

and corruption, so as to secure the best work or supplies at the lowest cost practicable; and

WHEREAS, the Township possesses discretion in determining the "lowest responsible bidder" and is entitled to specify the terms of the contract when it solicits bids and the criteria that bidders must meet in order to be considered a "responsible" bidder in the exercise of its proprietary duties and responsibilities including meeting all Federal and State Requirements; and

WHEREAS, the contracting authority, the Township, is entrusted with the power to determine whether a respective bidder is the "lowest responsible bidder" and has met all legal requirements; and

WHEREAS, due to challenges relating to the supply of skilled craft personnel, the Township has a financial and proprietary interest in the craft labor training of contractors and subcontractors by ensuring that such firms have an adequate supply of trained, skilled craft personnel to perform their projects; and

WHEREAS, the Township solicits bids and/or proposals on many different types of construction contracts with varying factors affecting each purchasing decision, and therefore must take into account reasonable benefits to the community's welfare arising from each bid and in the exercise of its proprietary functions; and

WHEREAS, in seeking to ensure the adequate development of trained, skilled personnel for the construction industry, as well as other industries, the United States Congress passed the Fitzgerald Act, 29 U.S.C. § 50, which created a system in which workers could be properly trained in construction skills and safety procedures through organized, formal apprenticeship training programs that meet established quality, safety and performance standards and that such programs are approved and monitored by the U.S. Department of Labor, which has stressed the need to expand industry apprenticeship programs as a means of building the pool of skilled labor, especially in the construction industry; and

WHEREAS, the Township Council understands that the highest levels of safety and quality of work on public construction works projects will be maintained by ensuring that all contractors and subcontractors participate in bona fide, industry-recognized apprenticeship training programs which are registered with and approved by the U.S. Department of Labor's Bureau of Apprenticeship & Training, in accordance with regulations issued pursuant to the Fitzgerald Act, provide the most effective, time-tested means for craft labor personnel needed for a project meet appropriate education, skill and safety standards; and

WHEREAS, the Township Council also recognizes that ensuring adequate workforce development in the local construction industry is critical not only for its more immediate project needs but for future project planning, and that effective workforce development in the local construction industry requires adequate lead time, planning and resources, and that the Township can protect its proprietary interests by promoting greater use of craft labor training programs in the local construction industry, including apprenticeship and pre-apprenticeship programs, as such efforts will help produce a more reliable supply of trained craft workers to meet future project needs, while simultaneously reducing local unemployment and associated costs of government subsidy programs required for employed workers and their families; and

WHEREAS, the Township wishes to include in its procurement standards for public works construction contracts provisions to address these findings and considerations, prevent and limit construction project delivery risks associated with these conditions and better ensure the success of these projects; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that this Responsible Contractor and Sub-Contractor Policy for Appropriate Public Works Construction Projects is hereby adopted; and it is

FURTHER RESOLVED that in recognizing financial responsibility as an important factor in determining the lowest responsible bidder, and the Township, through its contracting authority for construction projects, shall require an entity that bids on a public construction contract that exceeds a threshold amount of \$250,000.00, shall produce satisfactory evidence that

the business entity is properly registered and authorized to conduct the type of work to be performed, including evidence that demonstrates the entity possesses or complies with requirements of the New Jersey Department of Treasury and the New Jersey Department of Labor and Workforce Development, as well as complying with the general business license requirement of the State of New Jersey prior to the award and during the term of the contract; and it is

FURTHER RESOLVED that social responsibility is a concern in awarding public contracts, and the contracting authority may factor in its determination of whether a bidder is "responsible" such factors as bidder's compliance with the requirements of the U.S. Department of Labor's Occupational Safety & Health Administration; and it is

FURTHER RESOLVED that due to the critical impact that skilled construction craft labor has on public works projects, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors and subcontractors to participate in established, formal apprenticeship training programs and to provide adequate wages and benefits to their employees as a condition of being a responsible bidder, for the purpose of both promoting successful project delivery and ensuring future workforce development. The provision of satisfactory evidence by the bidding entity that: 1) it provides or participates in an apprenticeship and training program approved and registered with the U.S. Department of Labor's Bureau of Apprenticeship & Training, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project; 2) it provides a wage and benefit configuration which is no less than required under the New Jersey Prevailing Wage Act and/or the Davis Bacon Act, and 3) all craft labor that it employs for the construction project have completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration, is minimally required to demonstrate that a bidding entity is "responsible,"; and it is

FURTHER RESOLVED that as a condition of performing work on appropriate public works construction contracts subject to this

policy, a contractor or sub-contractor seeking award of a contract shall submit a Contractor Responsibility Certification, in a form substantially the same as accompanying this Resolution to be made available by the Finance Department of the Township of Evesham, at the time it submits its bid for contract, which shall also reference the construction project for which a bid is being submitted by name and contract or project number. Failure to submit a complete Contractor Responsibility Certification form at the time of the bid, that is signed by a legally authorized owner, principal or official of the contractor or sub-contractor, shall render a bid as non-responsive and will be rejected.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at the meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey on February 18, 2020.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
D'ANDREA						
DIENNA						
HANSEN						
MAYOR VEASY						

Township of Evesham

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, _____, as the legally authorized owner/officer/principal of _____ (“Firm”), acknowledge that the Township of Evesham requires all contractors or subcontractors that bid on appropriate public works construction contracts subject to Resolution 92-2020 must provide the Township with a Contractor Responsibility Certification at the time of bid submission.

I certify that the Firm submitted its bid to serve as Contractor / Subcontractor on the _____ (Contract/Project Name) construction project, _____ (Contract/Project No.) being undertaken by the Township of Evesham and enclose this Certification with said bid in compliance of Resolution 92-2020.

I further certify that the following facts concerning the Firm’s past performance, work history, current qualifications and performance capabilities are true and accurate:

1. The Firm has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certificates required to: a) do business in the state; and b) perform the contract work it seeks to perform. These shall include, but not be limited to licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform.
2. The Firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.
3. The Firm has not defaulted on any project in the past three (3) years.
4. The Firm has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.
5. The Firm has not been cited for a willful violation of federal or state safety laws in the past three (3) years.

6. Neither the Firm, nor its owners or other principals, have been convicted of any crime related to the contracting business by a final decision of a court or government agency in the past three (3) years.

7. The Firm participates in an Apprenticeship Program, for each separate trade or classification in which it employs craft employees, that is currently registered with the United States Department of Labor or a state apprenticeship agency approved by the United States Department of Labor for each craft or trade in which it apprentices. The Firm has provided proof of meeting this qualification standard by attaching to this Certification a true and correct copy of (i) its completed Public Works Contractor Registration (“PWCR”) Application Supplement (Supplement to LSSE-2 (5/1/19)) submitted to the New Jersey Department of Labor and Workforce Development (“NJLWD”) on _____ (date) or equivalent documentation establishing its participation in a registered apprenticeship program approved by the United States Department of Labor (USDOL), and (ii) its PWCR Certificate of Registration from the NJLWD issued on _____ (date) and expiring on _____ (date). The Firm agrees that it will continue to participate in applicable apprenticeship programs for the full duration of the contract work. To demonstrate compliance with this section, the Firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in an Apprenticeship Program for each trade or classification listed.

8. The Firm provides a wage and benefit configuration to all craft employees that it employs on the project which is no less than required under the New Jersey Prevailing Wage Act and/or Davis Bacon Act.

9. The Firm employs only craft labor for the project who have completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

I acknowledge and understand that the failure to submit this Certification executed by a principal, owner or legally authorized officer of the Firm at the time of the bid, or knowingly providing inaccurate, false or misleading information as part of this Contractor Responsibility Certification shall render the Firm’s bid as non-responsive and will be rejected.

Signature

Firm

Print Name

Contract or Project Name

Title

Date

CONTRACT

EVESHAM TOWNSHIP ELEVATED WOOD PLATFORM

THIS AGREEMENT made on the _____ of _____ 20, _____ by and between
(Day) (Month) (Year)

Hereinafter called the Owner, and

(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. **CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)

- V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance of the Contract and, b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** – Insurance Certificate
 - **EXHIBIT II** – Performance Bond
 - **EXHIBIT III** – Payment Bond
 - **EXHIBIT IV** – Prevailing Wage Rate Table(s)
- IX. PREVAILING WAGES.** The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263. If the New Jersey Prevailing Wage Act is applicable, the prevailing wage rates for each craft or trade or classification of all workers needed to perform this Contract are attached hereto as Exhibit IV, and workers shall not be paid less than such prevailing wage rate. In the event it is found that any worker, employed by the Contractor or any subcontractor of Contractor, 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.
- X. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B, and C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- XI. DOCUMENT RETENTION AND AUDIT.** The Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- XII. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XIII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

Contractor's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I – INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II - PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ ,
(Contractor's Name)
located at _____ , (hereinafter called the "Principal"), and
(Contractor's Address)
_____, located at
(Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto _____ , as Owner, in the penal sum of

(\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____ (Date)
of the month of _____ in the year of 20 _____ , enter into a Contract with
(Month) (Year)
_____, County of _____ , State of _____
_____, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ (Date)

of the month of _____ in the year of 20 _____ .
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ ,
(Contractor's Name)
located at _____ , (hereinafter called the "Principal"), and
(Contractor's Address)
_____, located at
(Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto _____ , as Owner, in the penal sum of
(\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____ (Date)
of the month of _____ (Month) in the year of 20 _____ (Year) , enter into a Contract with _____ , County of _____ , State of _____ , which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ (Date)

of the month of _____ (Month) in the year of 20 _____ (Year) .

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT IV – PREVAILING WAGE RATE TABLE(S)

{PREVAILING WAGE RATE TABLE(S) ATTACHED}

APPENDIX A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS AND SERVICES CONTRACTS

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expressions, the Contractor or Subcontractor will ensure that equal 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, the disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor or Subcontractor 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 place 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 expressions, disability, nationality, or sex.

The Contractor or Subcontractor, where applicable, 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 shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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.

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, 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 personal testing conforms to 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 or Subcontractor 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**
- **Employee Information Report Form AA-302** (*electronically provided by the Division and distributed to the public agency through the Division's website at 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.*

APPENDIX B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR CONSTRUCTION CONTRACTS

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

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

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

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

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt the Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program, is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said

assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

(i) The Contractor or Subcontractor shall interview the referred minority or women worker.

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

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

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

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

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

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

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

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

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

TECHNICAL SPECIFICATIONS

01 01 00 SUMMARY OF WORK
02 52 00 CONCRETE PAVEMENT
02 91 00 TURF REPAIR
06 10 00 ROUGH CARPENTRY
06 73 00 COMPOSITE DECKING

ATTACHMENT I SOIL AND FOUNDATION ENGINEERING REPORT

ATTACHMENT II NJ DEPT. OF LABOR PREVAILING WAGE RATE DETERMINATION

SECTION 01 01 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General provisions of the Contract, including General Conditions and other Specification Sections, apply to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of construction of an elevated wood platform approximately 1,650 square feet including concrete foundations, wood framing, composite decking, stairs, ramp, metal handrails and guardrail, concrete sidewalk and concrete parking pad, and landscaping, as well as all other Work of any type or description necessary for contemplation of the Project, whether or not specifically described in these Contract Documents as prepared by T&M Associates. All work shall be for the Township of Evesahm.

1.03 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
- B. Use of the Site: Confine operations to areas within Contract limits. Portions of the site beyond areas in which construction operations are not to be disturbed.
 - 1. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owners and Visitors at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - 2. Do not interrupt existing utilities, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided. Provide minimum of 10-day notice to Engineer and receive written notice to proceed before interrupting any utility.
- C. Contractor shall coordinate with the Engineer a minimum of 10 working days prior to the start of work. All coordination phasing will be discussed during the Pre-Construction conference.
- D. Contractor shall provide complete and safe temporary access, for Owners and Visitors, throughout the project site (24 hours a day).
- E. The work area shall be cleaned and all trash and debris removed at the end of each work day.

END OF SECTION

EVES00023

**01 01 00 - 1
SUMMARY OF WORK**

SECTION 02 52 00 – CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to this section.

1.2 DESCRIPTION OF WORK

- A. Provide concrete sidewalk as shown on drawings and herein specified.
- B. Concrete and related materials shall conform to requirements of the New Jersey Department of Transportation 2007 Standard Specifications for Roads and Bridge Construction (NJDOT), Section 605.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with New Jersey Department of Transportation 2007 Standard Specifications for Roads and Bridge Construction, with local governing regulations if more stringent than herein specified.

1.4 JOB CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Utilize flagmen, barricades, warning signs and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
 - 1. Use flexible spring steel forms or laminated boards to form radius bends as required.
 - 2. Coat forms with a nonstaining form release agent that will not discolor or deface surface of concrete.
- B. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.

- C. Hook Bolts: ASTM A 307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- D. Expansion Joint Materials: Comply with requirements of NJDOT Section 908.
- E. Antispalling Compound: Combination of boiled linseed oil and mineral spirits, complying with AASHTO M-233.
- F. Liquid-Membrane Forming and Sealing Curing Compound: Comply with ASTM C 309, Type I, Class A unless other type acceptable to Engineer. Moisture loss no more than 0.055 gr./sq. cm. when applied at 200 sq. ft./gal.
 - 1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
 - a. "Masterseal"; Master Builders.
 - b. "A-H 3 Way Sealer"; Anti-Hydro Waterproofing Co.
 - c. "EucoCure"; Euclid Chemical Co.
 - d. "Sealkure"; Toch Div. - Carboline.
 - e. "Kure-N-Seal"; Sonneborn-Contech.
 - f. "L&M Cure"; L & M Construction Chemicals.
- G. Bonding Compound: Polyvinyl acetate or acrylic base, rewettable type.
- H. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
 - a. "Everbond"; L & M Construction Chemicals.
 - b. "EucoWeld"; Euclid Chemical Co.
 - c. "Sonocrete"; Sonneborn-Contech.

2.2 CONCRETE MIX, DESIGN, AND TESTING

- A. Comply with requirements of NJDOT Section 605, 4,500 PSI Concrete.
- B. Design mix to produce normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture, and water to produce the following

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive concrete.

3.2 FORM CONSTRUCTION

- A. Set forms to required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork for grade and alignment to following tolerances:
 - 1. Top of forms not more than 1/8 inch in ten (10) feet.
 - 2. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

3.3 CONCRETE PLACEMENT

- A. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is placed.
- B. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator.
- C. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
- D. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- E. Deposit and spread concrete in a continuous operation between transverse joints as far as possible. If interrupted for more than ½ hour, place a construction joint.

- F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to Engineer.

3.4 JOINTS

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true to line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.
- B. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.
- C. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, so as to form squares, insofar as practical, with respect to the sidewalk width. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:
 - 1. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.
 - 2. Sawed Joints: Form weakened-plane joints with powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
 - 3. Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.
- D. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for more than ½ hour, except where such placements terminate at expansion joints.
 - 1. Construct joints as shown or, if not shown, use standard metal keyway-section forms.
 - 2. Where load transfer-slip dowel devices are used, install so that one end of each dowel bar is free to move.
- E. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

- F. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
- G. Expansion joints are required every twenty (20) feet (minimum) for sidewalk construction and at every transition point from four (4) inches thick standard sidewalk to six (6) inches reinforced sidewalk at driveway and back to four (4) inches thick standard sidewalk.
- H. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

3.5 CONCRETE FINISHING

- A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.
- B. After floating, test surface for trueness with a 10-ft. straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to ½-inch radius, unless otherwise indicated. Eliminate tool marks on concrete surface.
- D. After completion of floating and when excess moisture or surface sheen has disappeared, complete troweling and finish surface as follows:
 - 1. Surfaces: Provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic acceptable to Engineer.
 - a. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.
- E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer.

3.6 REPAIRS AND PROTECTIONS

- A. Repair or replace broken or defective concrete, as directed by Engineer.
- B. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least fourteen (14) days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just before final inspection.

END OF SECTION 02 52 00

SECTION 02 91 00 – TURF REPAIR

PART 1 - GENERAL

1.1 SUMMARY

- A. Turf repair work shall include regrading and repair of the areas disturbed by construction. Turf repair shall include fertilizing, seeding, mulching and providing topsoil as required.

1.2 REFERENCE SPECIFICATIONS

- A. Standards for Soil Erosion and Sediment Control in New Jersey.
- B. Circular 757, United States Department of Agriculture.
- C. AASHTO T 88-70, Standard Method of Mechanical Analysis of Soils
- D. NJDOT Standard Specifications for Road and Bridge Construction 2007 and any amendments thereto-Division 800.
- E. New Jersey State Seed Law

1.3 SUBMITTALS

- A. Contractor is to submit certification from the sod grower as to the type of seed mix used.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil shall consist of loose, friable, sandy topsoil free of subsoil, refuse, stumps, roots, brush, weeds or other material which would be detrimental to proper plant development.
- B. Topsoil obtained from stripping within the limits of the project or furnished from outside the project shall contain no stones, lumps, roots or similar objects larger than a one-half inch in any dimension, and shall have a pH value of not less than 6.0 nor more than 7.0.
- C. When the pH value of the topsoil is less than 6.0, it shall be increased by applying ground limestone at a rate necessary to attain a pH value of 6.5.
- D. Topsoil shall have a minimum organic content of not less than 4.0 percent, nor more than 20 percent by weight. When the organic content of the topsoil is less than 4.0 percent, it shall be increased by adding peat at a rate necessary to attain this minimum organic content. The organic content of soils shall be determined by using the chromic acid titration method as

described in the United States Department of Agriculture's Circular 755 or a method acceptable to the Engineer.

- E. Gradation of the topsoil shall conform to the requirement of AASHTO T 88. The gradation of the topsoil shall be within the following ranges,
 - 1. Sand (2.000 MM. to 0.050 MM.) 40 to 80 Percent
 - 2. Silt (0.050 MM. to 0.005 MM.) 10 to 30 Percent
 - 3. Clay (0.005 MM. and Smaller) 10 to 30 Percent
- F. Except that when one-half of the sand content is larger than 0.5 MM., the maximum sand content shall be 75 percent and the minimum clay content shall be 15 percent.
- G. Lower limits of silt and clay shall be flexible to the extent that soils with a minimum combined silt and clay content of 20 percent shall be satisfactory. However, if more than one-half of the sand is larger than 0.5 MM., then the minimum clay content shall be 15 percent, or the combined silt and clay shall be 25 percent.
- H. Straw shall be stalks of oats, wheat, rye or other grains, free from noxious weeds and other foreign material. Hay shall be Timothy, Red Top or Native Grasses approved by the Engineer.
- I. Wood Fiber Mulch shall be made from whole wood fiber or pulped wood cellulose. The fibers must be compatible with current hydraulic seeding equipment and contain no growth or germination inhibiting factors.
- J. Wood Chips shall be produced by a wood chipping machine, and shall not contain leaves, twigs, branches, wood shavings, dirt, stones, clods of turf, or other foreign materials or debris.
- K. Mulch Binder shall be high polymer synthetic plastic emulsions for mulch binder miscible with all normally available water when diluted to any proportions. After adequate drying, the synthetic plastic binder shall no longer be soluble or dispersible in water but shall remain tacky until the grass seed has germinated. The plastic binder shall be physiologically harmless and shall not have any phytotoxic or crop damaging properties.
- L. Fertilizer to be Scotts "Starter Fertilizer" or approved equal.
- M. Ground limestone shall contain a minimum of 50 percent total calcium.
- N. Seed shall meet the requirements of the NJ State Seed Law.

2.2 SOD

- A. Sod: Provide strongly rooted sod, not less than 2 years old, free of weeds and undesirable native grasses, and machine cut to pad thickness of 3/4 inch

(plus or minus ¼ inch), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant).

- B. Provide sod of uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.
- C. Provide sod composed principally of following:
 - 1. Kentucky Bluegrass (*Poa pratensis*).
 - 2. Seed shall have been tested within the six months immediately preceding the date of sowing.
 - 3. Only seed mixtures checked by the Chief of the Bureau of Seed Certification, New Jersey Department of Agriculture, Trenton, New Jersey shall be acceptable.
 - 4. The inoculant for treating legume seed in the seed mixtures shall be a pure culture of nitrogen-fixing bacteria prepared for the species to be seeded.
 - 5. Seed shall be delivered, stored, and handled in a manner that will assure the fitness for the work.
 - 6. Cultivars may be substituted for equals if prior approval is granted by the Engineer.
- D. Water shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life.

PART 3 - EXECUTION

3.1 SITE PREPARATION

- A. The site is to be prepared, sod is to be installed, anchored and watered per the New Jersey Standards for Soil Erosion and Sediment Control Section 3.4.1.
 - 1. Sod which dies prior to 90 days is to be replaced by the contractor at his expense.
 - 2. Topsoil shall be stripped prior to rough grading to its full existing depth.
 - 3. Topsoil shall not be placed or spread until the area to be topsoiled has been shaped and dressed and found to be acceptable by the Engineer. Shaping and dressing shall include grading to required lines and elevations and the removal of all stones two (2) inches or larger in any dimension and the removal of all other debris such as wires, cables, tree roots, pieces of concrete, clods, lumps, and other unsuitable material.
 - 4. After the area to be topsoiled has been found to be acceptable by the

Engineer, the topsoil shall be spread in a uniform layer that will produce the prescribed compacted thickness.

5. Topsoil shall not be delivered or spread in a frozen or muddy condition.
6. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction.
7. During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled beyond the limits of the area to be topsoiled.
8. It shall be the Contractor's responsibility to restore to the line, grade and surface all eroded areas with approved material and to keep topsoiled areas in an acceptable condition.

3.2 PROTECTION OF ADJACENT AREAS

- A. Contractor shall be responsible for protecting topsoiled areas outside the topsoil payment limits against damage caused by the delivery, handling or storage of materials, washouts due to drainage diversion, or by his workmen or equipment. Any such damage shall be repaired by properly grading, and topsoiling at the Contractor's expense.

3.3 COMPACTED THICKNESS

- A. Topsoil shall be placed to a compacted depth of four (4) inches.

3.4 SOIL PREPARATION

- A. Soil surfaces in seeding areas shall be loosened to a depth of not less than six (6) inches, and all stones, rocks, roots, wires, clods and other debris measuring two (2) inches or more in any dimension shall be removed. Surface irregularities shall be eliminated and the surface rolled smooth prior to seed application.
- B. When the soil to be seeded has a pH value of less than 6.0, ground limestone, which has been protected from moisture and is dry and free flowing, shall be evenly spread over the area to be seeded at a rate that will change the soil pH value to 6.5. The limestone shall be thoroughly incorporated into the upper three (3) to four (4) inches of soil by discing or other approved methods.
- C. When ground limestone is required, a minimum of 100 pounds of magnesium oxide per acre shall be provided.

3.5 SEEDING RATES AND DATES

- A. Seed shall be sown at the rates specified under Seed Mixtures and application rates.

3.6 HYDROSEEDING NEW LAWNS:

- A. Mix specified seed, fertilizer and pulverized mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
- B. Apply slurry uniformly to all areas to be seeded. Rate of application as required to obtain specified seed sowing rate.
- C. Hydroseed is to include binder as specified.

3.7 FINISHED SEEDED AREAS

- A. Finished seeded areas shall be smooth and shall conform to the prescribed lines and elevations.
- B. When a satisfactory stand of grass and legumes, practically weed-free and containing plants in reasonable proportion to the various kinds of seed in grass seed mixture, is not established on areas of seeding, the deficient areas shall be refertilized, reseeded, and mulched by the Contractor until a satisfactory stand of grass and legumes is established without additional compensation.
- C. The cost of turf repair is to include irrigation as necessary and two mowings up to a minimum period of one month whichever is longer. Turf is to be cut to a height of 2½ inches after achieving a height of 3½ inches.

END OF SECTION 02 91 00

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

- A. Provide rough carpentry including but not limited to all wood framing, blocking, plates, and grounds as required.
- B. All bolts, nails, anchors, fasteners and other rough hardware in connection with carpentry.
- C. Preservative treatment.

1.2 REFERENCES

- A. ACSC – American Lumber Standards Committee: Softwood lumber standards.
- B. NFPA – National Design Specification for Stress Grade Lumber and it's Fastening.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

1.4 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Provide Lumber Standards and Grade Stamps.
- C. Wood Framing Standards
- D. Preservative Treatment: Provide for wood in contact with soil and framing.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Rough Carpentry Applications:
 - 1. Application: Framing with dimension lumber.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.
- B. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.
- C. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with other work.
- D. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.
- E. Restore damaged components. Protect work from damage.

END OF SECTION 06 10 00

SECTION 06 73 00 COMPOSITE DECKING

Part 1 General

1.1 Section Includes

- A. Composite Decking - Trex Transcend Premium Line

1.2 Related Sections

- A. Section 06 10 00 – Wood Framing

1.3 References

- A. ASTM D-7032-04: Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite Deck Boards and Guardrail Systems (Guards or Handrails), ASTM International.
- B. ASTM D-7031-04: Standard Guide for Evaluating Mechanical and Physical Properties of Wood-Plastic Composite Products, ASTM International
- C. ASTM E-84-01: Test Method for Surface Burning Characteristics of Building Materials, ASTM International.
- D. ASTM D 570: Water Absorption of Plastics
- E. ASTM D 1761: Mechanical Fasteners in Wood
- F. ASTM D -1413-99: Test method for Wood Preservatives by Laboratory Soil-block Cultures
- G. ASTM C177: Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus

1.4 Design/Performance Requirements

- A. Structural Performance:
 - a. Deck: Uniform Load – 100lbf/sq.ft.
 - b. Tread of Stairs: Concentrated Load: 750 lbf/sq. ft., and 1/8" max. deflection with a concentrated load of 300 lbf on area of 4 sq. in.
- B. Fire-Test Response Characteristics per ASTM E-84.

1.5 Submittals

- A. Product Data Indicate sizes, profiles, surface style, and performance characteristics

- B. Samples: For each product specified, one sample representing actual product color, size, and finish.

1.6 Delivery, Storage, and Handling

- A. Store Trex products on a flat and level surface. Adjust support blocks accordingly
- B. Support Trex bundles on supplied dunnage
- C. When stacking Trex bundles, supports should start approximately 8” from each end and be spaced approximately 2ft on center. Supports should line up vertically/perpendicular to the decking product.
- D. Do not stack Trex Select decking more than 14 bundles.
- E. Keep material covered using the provided bundle cover until time of installation.
- F. See [www. Trex.com](http://www.Trex.com) for detailed storage recommendations;
 - a. <http://s7d4.scene7.com/is/content/Trex/Installation%20Guide%202013pdf>

1.7 Warranty

- A. Provide manufactures warranty against rot, decay, splitting, checking, splintering, fungal damage, and termite damage for a period of 10 years for a commercial installation. In addition provide the Trex Transcend Premium Line Fade and Stain Warranty against food staining and fading beyond 5 Delta E (CIE units) for a period of 10 years for a commercial installation. Specific terms for warranties can be found at; www.Trex.com

Part 2 Products

2.1 Manufacturers

- A. Contract Documents are based on products supplied by; Trex Company, Inc., 160 Exeter Dr., Winchester, VA 22603 or approved equal.

2.2 Applications/Scope

- A. Wood-Plastic Composite Lumber;
 - a. Material Description: Composite Decking consisting of recycled Linear Low Density Polyethylene (LLDPE) and recycled wood. The product is extruded into shapes and sizes as follows:
 - i. Trex Transcend Decking Boards; 1 x 5.5”.
 - ii. Lengths – 12, 16, and 20 feet
 - iii. Color – To be specified by owner from Trex’ standard list of colors.
 - b. Physical and Mechanical Properties as follows:

Test	Test Method	Value	
Flame spread	ASTM E 84	60(Transcend) / 85(Enhance)	
Thermal Expansion	ASTM D 1037	1.9 x 10-5 inch/inch/degreeF	
Moisture Absorption	ASTM D 1037	< 1%	
Screw Withdrawal	ASTM D1761	558 lbs/in	
Fungus Resistance	ASTM D1413	Rating - no decay	
Termite Resistance	AWPAE1-72	Rating = 9.6	
		Ultimate (Typical)Values *	Design Values
Compression Parallel	ASTM D198	1588 psi	540 psi
Compression Perpendicular	ASTM D143	1437 psi	540 psi
Bending Strength	ASTM D198	3280 psi	500 psi
Shear Strength	ASTM D143	1761 psi	360 psi
Modulus of Elasticity	ASTM D4761	412,000psi	200,000 psi
Modulus of Rupture	ASTM D4761	3280 psi	500 psi

* Ultimate strength values are not meant for design analysis. Design values are for temperatures up to 130F (54C)

2.2 Accessories

A. Fasteners:

- a. Trex Universal Hideaway Hidden Fasteners
- b. Screws; See -

<http://s7d4.scene7.com/is/content/Trex/Installation%20Guide%202013pdf> for the updated recommendations on fasteners.

Part 3 Execution

3.1 Installation

- A. Install according to Trex installation guidelines.
<http://s7d4.scene7.com/is/content/Trex/Installation%20Guide%202013pdf>
- B. Cut, drill, and rout using carbide tipped blades
- C. Do not use composite wood material for structural applications

3.2 Cleaning

- A. Following cleaning recommendations as found in Trex installation guide at;

<http://s7d4.scene7.com/is/content/Trex/Installation%20Guide%202013pdf>

END O SECTION

ATTACHMENT I:

**SOIL AND FOUNDATION ENGINEERING REPORT
(Refer to Report Portion for Yoga Platform Only)**

**SOIL AND FOUNDATION
ENGINEERING REPORT**

**PROPOSED YOGA PLATFORM AND ROOF STRUCTURE
EVESBORO DOWNS PARK AND GREEN LANE FARMS
EVESHAM TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**

FOR

T AND M ASSOCIATES

April 1, 2021

UNDERWOOD ENGINEERING COMPANY

U.E. Ref. No.: 4785-20019-1

W.O. No.: 21-1696

UNDERWOOD ENGINEERING COMPANY

SOIL & FOUNDATION ENGINEERING

1 Keystone Avenue, Suite 300, Cherry Hill, NJ 08003

William R. Underwood, PE - President

Phone (856) 933-1818 Fax (856) 933-3123

4/1/2021

T and M Associates

200 Century Parkway

Suite B

Mount Laurel, NJ 08054

RE : Soil and Foundation Engineering Report
Proposed Yoga Platform and Roof Structure
Evesboro Downs Park and Greenlane Fields
Evesham, NJ

U.E. Reference No:4785-20019-1

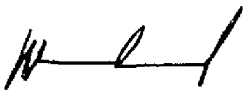
W.O. No.: 21-1696

Sir/Madame:

Underwood Engineering Company has been retained by T and M Associates to perform a soil investigation, analysis and to make recommendations for the most suitable foundation system for the above referenced project. Presented herewith is the required information.

We appreciate the opportunity of working with you on this project. If we may be of further assistance, please do not hesitate to contact our office.

Respectfully submitted,
Underwood Engineering Company



William R. Underwood, P.E.



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Appendix A - Boring Location Plan

Appendix B - Boring Logs

Appendix C – Mechanical Sieve (Gradation) Analysis Results

Appendix D – General Soil Terms

Appendix E – Important Information about Your Geotechnical Engineering Report - ASF

I SITE DESCRIPTIONS

A. Locations

The proposed building sites are two. The location of the proposed yoga platform is Evesboro Downs Park fronting Evesboro-Medford Road in Evesham, New Jersey. The location of the proposed roof structure is Greenlane Fields at the intersection of North Maple Avenue and North Locust Avenue in Evesham, New Jersey.

B. Surface Conditions

The proposed building areas are presently grass-covered and considered generally flat.

C. Site Plans

Site plans showing the locations of the two proposed structures noted above were provided by T and M Associates dated 3/10/2021, entitled “Site Plan – Yoga Platform, Township of Evesham, Burlington County, New Jersey” and “Proposed Boring Plan for Future Pavilion – Evesham Township, Green Lane Farms”.

II PROJECT DESCRIPTION

A. Types of Structures

The project is to consist of the proposed construction of a raised wood-frame yoga platform and wooden roof structure. Both structures are assumed to be post and beam construction supported on circular concrete foundations.

B. Loads & Spacings

Loads and spacings are anticipated to be typical for this type of construction, i.e., no extraordinary loads are anticipated.

Loading provided for the proposed Yoga Platform is as follows:

Yoga Platform LL = 100 psf

III FIELD INVESTIGATION & SUBSURFACE CONDITIONS

A. Field Investigation

1) Borings

The field investigation consisted of four (4) soil borings advanced to a depth of fifteen (15) feet with standard penetration resistance per ASTM D-1586. The findings and locations are shown in Appendices A and B to include the Boring Location Plan and Soil Boring Logs.

The site soils encountered consisted generally of the following profiles beneath approximately two inches of topsoil:

Proposed Yoga Platform – Evesboro Downs Park

Zone 1 – Sandy SILT

Loose silt and coarse to fine sand. Soils of Zone 1 were encountered in test boring T.B.-1 to a depth of two feet below the existing ground surface.

Zone 2 – SAND/Silt Mixtures

Loose to medium dense sands with little to some silt. Based on the standard penetration test (SPT) values recorded during drilling and sampling activities, soils of Zone 2 are considered loose to a depth of approximately five feet below the existing ground surface. Soils of Zone 2 were encountered in test borings T.B.-1 and T.B.-2 to a depths of

approximately 11 to 15 feet below the existing ground surface. Test boring T.B.-1 was terminated in medium dense Zone 2 soils at a depth of 15 feet below the existing ground surface.

Zone 3 – Silty CLAY

Medium stiff silty clay with some fine sand. Soils of Zone 3 were encountered in test boring T.B.-2, directly below the soils of Zone 2 at a depth of approximately 12 feet below the existing ground surface. Test boring T.B.-2 was terminated in the medium stiff soils of Zone 3 at a depth of 15 feet below the existing ground surface.

Proposed Roof Structure – Greenlane Fields

Zone 2 – SAND/Silt Mixtures

Loose to medium dense sands with little to some silt. Based on the standard penetration test (SPT) values recorded during drilling and sampling activities, soils of Zone 2 are considered loose to a depth of approximately five feet below the existing ground surface. Test borings T.B.-3 and T.B.-4 were terminated in medium dense Zone 2 soils at a depth of 15 feet below the existing ground surface.

See attached Soil Boring Logs (Appendix B) for more detailed soil descriptions and profiles.

2) **Water Table**

The ground water table was encountered at depths of four (4) feet to thirteen (13) feet below the surface as evidenced by direct observation and saturation of the soil samples.

It should be noted that the ground water data presented on the individual boring logs may not be representative of daily or seasonal variations in the ground water level.

IV RECOMMENDATIONS

A. Earthwork

1) Existing Topsoil & Deleterious Conditions

All existing topsoil, vegetation and all deleterious materials are to be removed from the proposed foundation subgrade areas.

2) Construction Dewatering

Based on the test boring data, groundwater should not be encountered during the excavation for foundations. Should perched water be encountered, the dewatering specifications should be of a type capable of maintaining the water table a minimum of two (2) feet below the prevailing excavation bottom during the excavations as well as during backfill operations. As stated above, groundwater and/or perched water levels encountered during construction may vary from those encountered during soil boring operations due to seasonal variations or other climatic conditions. Should perched water be encountered during foundation excavations, temporary dewatering may be required i.e. installation of sump pits/pumps.

3) Structural Fill Placement

Bring existing grade up to the desired elevation with a granular type soil that complies with the following specifications or soils which are reviewed and approved by the soil engineer and compact it to within the specifications listed under **Compaction**, unless approved by the Soils Engineer.

<u>SIEVE SIZE</u>	<u>Percent by Weight Passing Square Mesh Sieve</u>
2"	100
3/4"	70-100
#4	30-80
#50	10-35
#200	5-12

Bulk samples of all materials to be used as structural load-bearing fill must be taken and tested prior to the commencement of work and placement of select fill so that moisture/density relationships (compaction) can be determined.

4) On Site Soils

On site granular soils of Zone 2 are suitable for use as load-bearing fill but will require strict moisture control due to the presence of fine grain materials (i.e. silts and clays). If on site soils are used as structural fill, they must be placed under favorable weather conditions and may require conditioning (i.e. aerated, moisture reducing applications) such that they are dried to within optimum moisture content ranges. This is extremely important in order to properly compact the soils as specified herein. If inclement weather is a factor, the onsite soils may be unsuitable and provisions should be taken to import suitable structural materials and / or the use of moisture reducing applications.

5) Backfilling & Densification of Load-Bearing Fill

Subgrades may be brought up to desired elevation with approved on site soils or imported structural fill in lifts no greater than ten (10) inches loose thickness and compacted to 95% of the materials maximum dry density per ASTM D-698 as illustrated below. Materials compacted by

hand operated equipment shall be placed in lifts no greater than four (4) inches loose thickness.

6) Compaction

All backfill and fill materials should be compacted to the degree noted in the following table in accordance with ASTM D-698 latest standard.

<u>Building Areas</u>	<u>% Maximum Dry Density (ASTM D-698)</u>
Supporting Foundations	98%
Site (Non Load Bearing)	90%

B. Platform and Roof Structure Foundation

1) Type

The proposed platform and roof structure are to be placed on isolated circular concrete foundation systems.

2) Elevation

The foundations may be placed at any elevation provided the recommendations listed herein are performed, the minimum frost depth elevations are achieved and the structural design parameters are met to resist all design loads acting on the structures.

3) Minimum Depth of Foundation

Due to the loose soils encountered in the soil borings, all concrete footings shall be cast to a minimum depth of five (5) feet below existing site grades. If perched water is encountered during foundation installation, excessive standing water shall be removed. Crushed stone

may also be required to stabilize footing bottoms or to return footing areas to design bottom of concrete elevations.

4) Allowable Bearing Values

The isolated circular concrete foundations may be designed for a maximum allowable bearing capacity of 3,000 Pounds per Square Foot provided that the requirements under Earthwork are adhered to strictly.

5) Settlements

Using the allowable bearing value and following the recommendations under Earthwork will keep total and differential settlements negligible.

V INSPECTION

It is imperative that all earthwork operations be inspected full time by a qualified representative of the Soil Engineer, especially all footing subgrades immediately prior to placing the footing concrete. Foundation excavation evaluations should be performed to confirm that the design allowable bearing pressure is available. Footing subgrade evaluations should be performed through a combination of visual observation and hand rod probing in conjunction with comparison to the test borings. Concrete placement should be performed immediately after footing subgrade evaluations are made to prevent exposure and potential weakening of foundation subgrades.

VI QUALIFICATIONS

Our recommendations are based on the subsurface conditions as revealed by the test borings, and on the assumptions outlined in the Project Description and Site Description sections of this report.

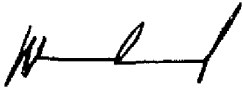
Our recommendations are also based on the assumption that the provisions for strict field inspection will be followed as outlined.

This report does not reflect any variations, which may be encountered during construction.

We should be informed immediately of such conditions so that we may modify our conclusions and recommendations, if necessary.

Underwood Engineering Company will not be responsible for variations in subsurface soils encountered in areas other than those tested.

Respectfully submitted,
Underwood Engineering Company



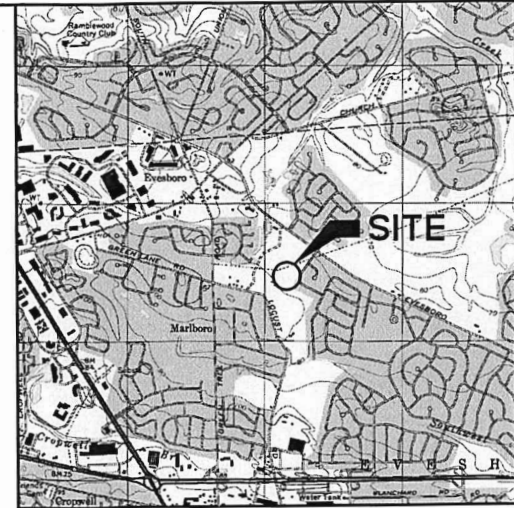
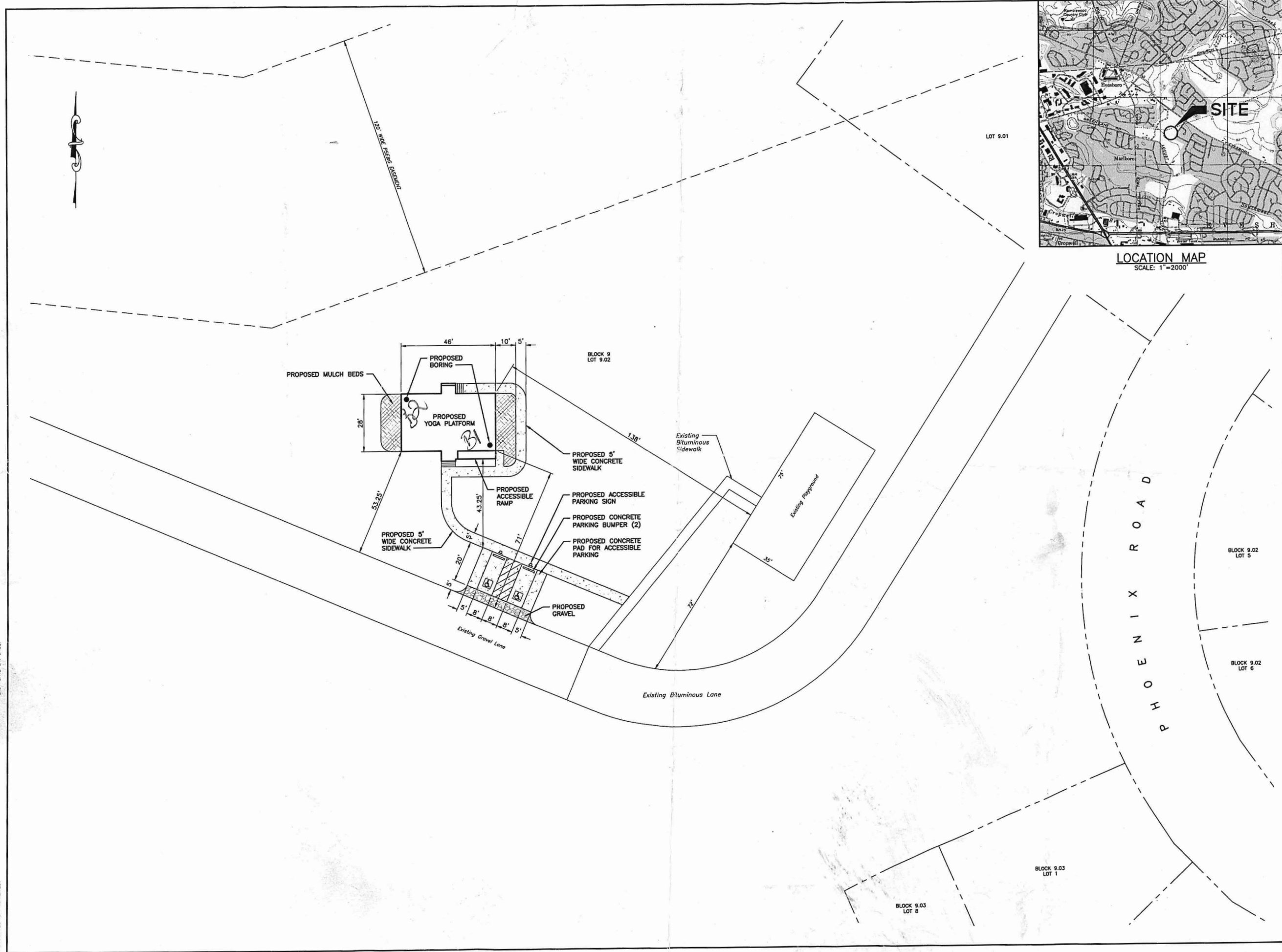
William R. Underwood, P.E.
President



Appendix A
Boring Location Plan

PROJECT INFORMATION:
 FILE PATH: C:\Projects\EVES\00023\Plan1
 FILE NAME: EVES00023_SITE.dwg
 LAST SAVE BY: JHanz
 LAST SAVE TIME: 10 Mar 2021, 8:56AM

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 OF THIS DOCUMENT OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT
 PURPOSES, IS EXPRESSLY FORBIDDEN. WITHOUT THE WRITTEN PERMISSION OF TAM
 ASSOCIATES IS PROHIBITED.



NO.	DATE	REVISIONS	BY	CHKD

EDWIN J. STECK, P.E.
 LICENSED PROFESSIONAL ENGINEER
 STATE OF NJ LICENSE NO. 29129

TOWNSHIP OF EVESHAM
 YOGA PLATFORM
 TOWNSHIP OF EVESHAM, BURLINGTON COUNTY, NEW JERSEY
 SITE PLAN

YOUR GOALS. OUR MISSION.

200 CENTURY PARKWAY, SUITE B
 MT. LAUREL, NJ 08054
 TEL 856-722-6700
 FAX 856-722-0175

NEW JERSEY BOARD OF PROFESSIONAL ENGINEERS
 AND LAND SURVEYORS
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DESIGNED BY	MWH	DRAWING	
CHECKED BY	MWH		C-1
DRAWN BY	JDH	SHEET	
DATE	2/10/2021		1
SCALE	1"=20'		
PROJ. NO.	EVES00023	OF	1



**EVESHAM TOWNSHIP
 GREEN LANE FARMS
 PROPOSED BORING PLAN
 FOR FUTURE PAVILLION**
 SCALE: 1"=60'
 3/10/2021

Appendix B
Boring Logs

CLIENT: T and M Associates
 PROJECT: Proposed Yoga Platform

Evesboro Downs Park
 Evesham, NJ

DATE: 3/29/2021

BORING No.: T.B.-1

UNDERWOOD ENGINEERING COMPANY

1 Keystone Avenue, Suite 300, Cherry Hill, NJ 08003

Ph.# 856.933.1818 Fx.# 856.933.3121

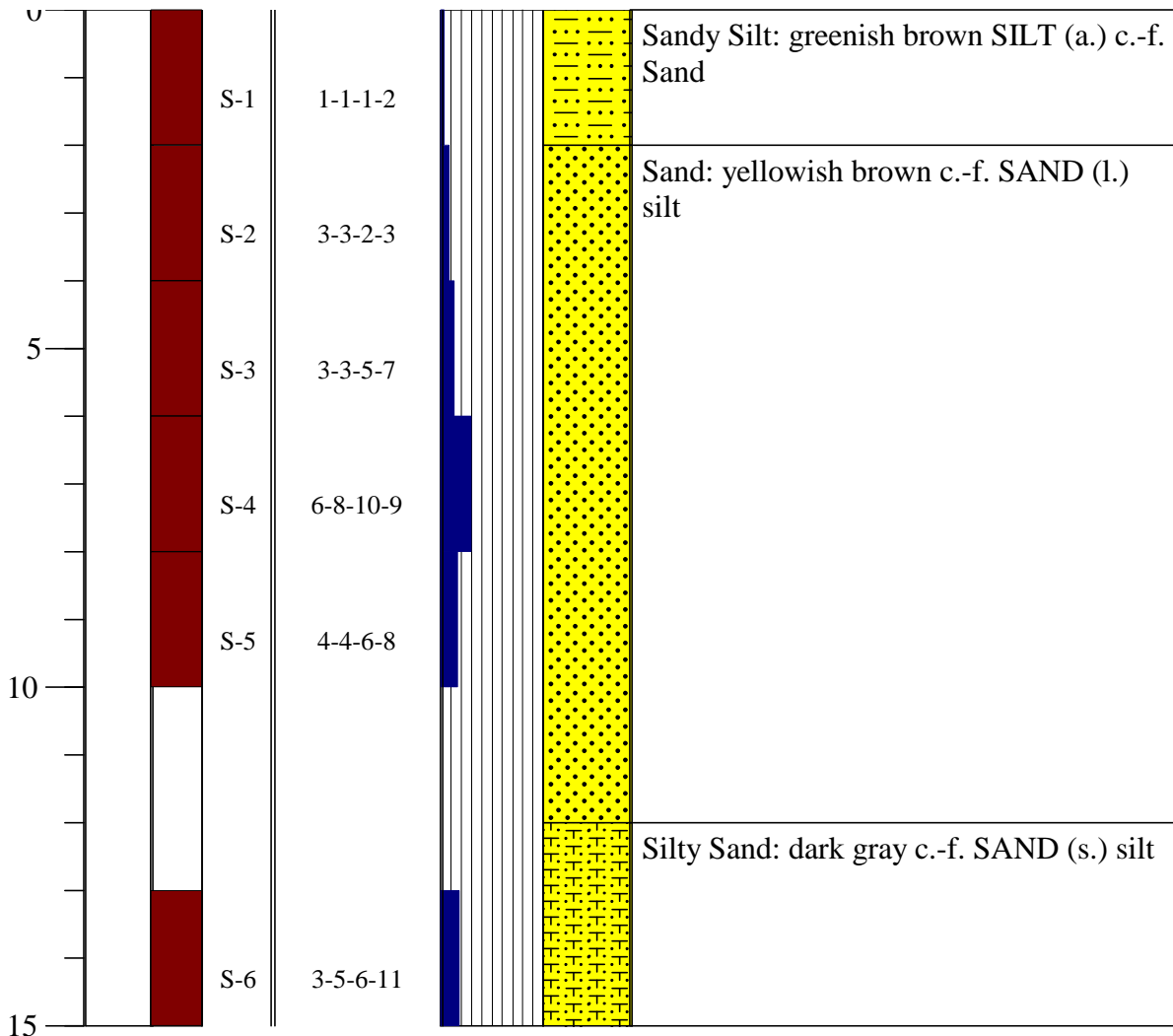
William R. Underwood, P.E., President

GROUND SURFACE ELEVATION:

GROUNDWATER DATA	
DEPTH	Hours After Completion
4	0.5

METHOD OF ADVANCING BORING	DEPTH (FT.)
CONTINUOUS SPLIT SPOON SAMPLE	0-10
AUGERS	13
2" O.D. SPLIT SPOON	13-15

Depth (ft)	Groundwater	Sampling Interval	Sample #	Blows	N-Values	Lithology	Soil Description*	Notes:



GW Enc. @ 4'

*FIELD CLASSIFICATION ONLY. SOIL CLASSIFICATION FOR PARTICULAR USES SHOULD BE ASCERTAINED BY LABORATORY TESTS.

CLIENT: T and M Associates
 PROJECT: Proposed Yoga Platform

Evesboro Downs Park
 Evesham, NJ

DATE: 3/29/2021

BORING No.: T.B.-2

UNDERWOOD ENGINEERING COMPANY

1 Keystone Avenue, Suite 300, Cherry Hill, NJ 08003

Ph.# 856.933.1818 Fx.# 856.933.3121

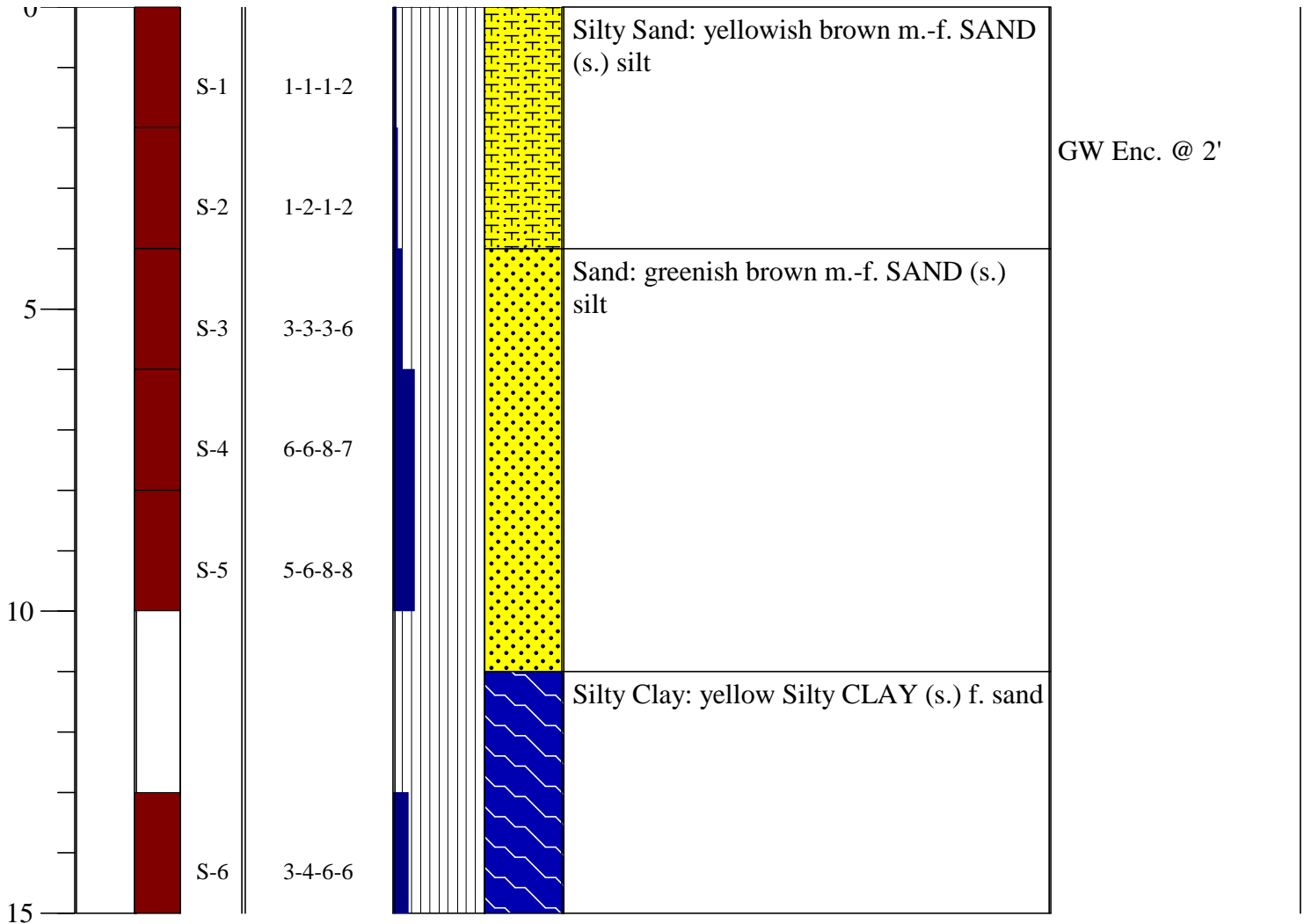
William R. Underwood, P.E., President

GROUND SURFACE ELEVATION:

GROUNDWATER DATA	
DEPTH	Hours After Completion
2	0.5

METHOD OF ADVANCING BORING	DEPTH (FT.)
CONTINUOUS SPLIT SPOON SAMPLE	0-10
AUGERS	13
2" O.D. SPLIT SPOON	13-15

Depth (ft)	Groundwater	Sampling Interval	Sample #	Blows	N-Values	Lithology	Soil Description*	Notes:



*FIELD CLASSIFICATION ONLY. SOIL CLASSIFICATION FOR PARTICULAR USES SHOULD BE ASCERTAINED BY LABORATORY TESTS.

CLIENT: T and M Associates
 PROJECT: Proposed Roof Structure

Greenlane Fields
 Evesham, NJ

DATE: 3/29/2021

BORING No.: T.B.-3

UNDERWOOD ENGINEERING COMPANY

1 Keystone Avenue, Suite 300, Cherry Hill, NJ 08003

Ph.# 856.933.1818 Fx.# 856.933.3121

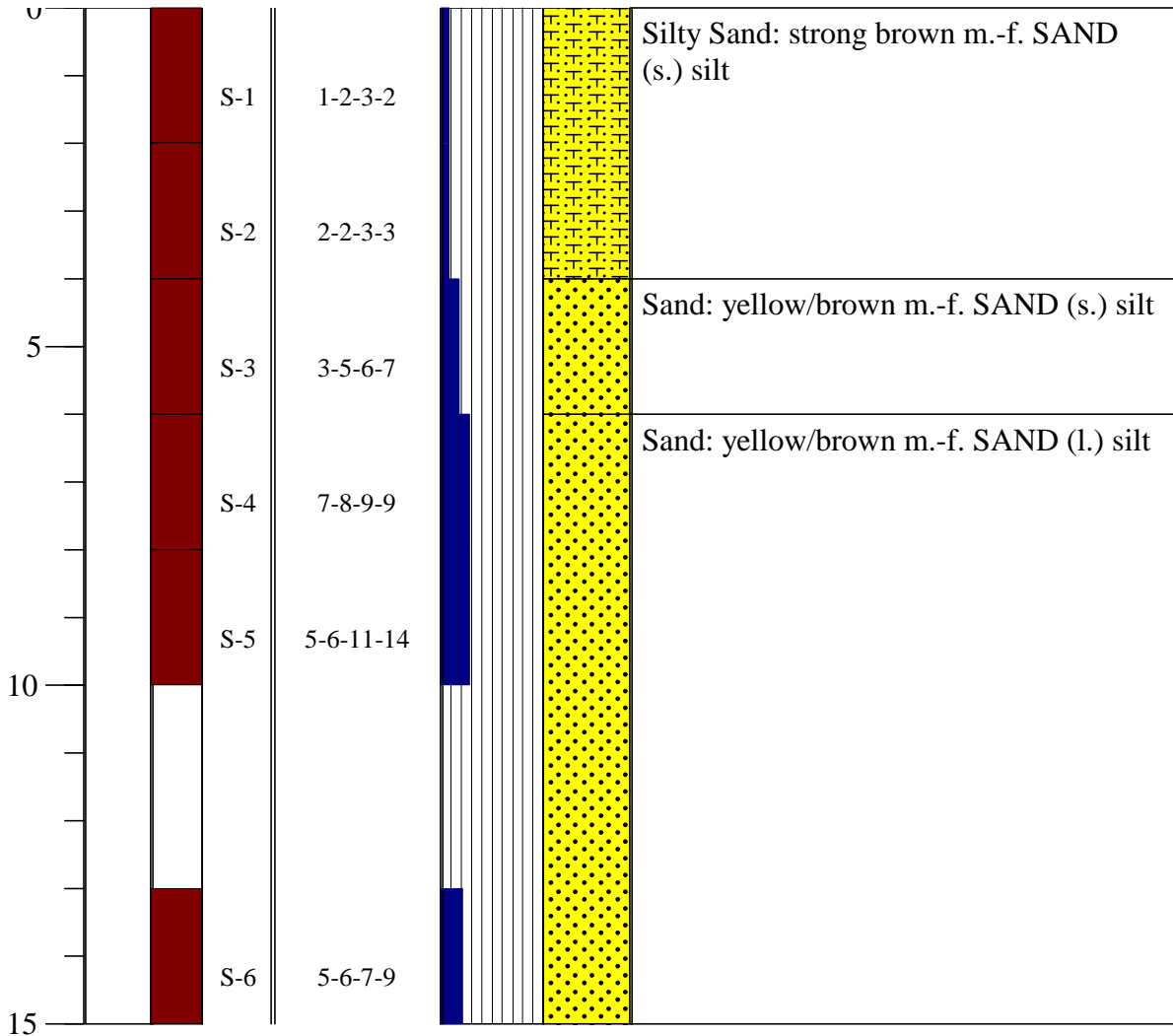
William R. Underwood, P.E., President

GROUND SURFACE ELEVATION:

GROUNDWATER DATA	
DEPTH	Hours After Completion
13	0.5

METHOD OF ADVANCING BORING	DEPTH (FT.)
CONTINUOUS SPLIT SPOON SAMPLE	0-10
AUGERS	13
2" O.D. SPLIT SPOON	13-15

Depth (ft)	Groundwater	Sampling Interval	Sample #	Blows	N-Values	Lithology	Soil Description*	Notes:



GW Enc. @ 13'

*FIELD CLASSIFICATION ONLY. SOIL CLASSIFICATION FOR PARTICULAR USES SHOULD BE ASCERTAINED BY LABORATORY TESTS.

CLIENT: T and M Associates
 PROJECT: Proposed Roof Structure

Greenlane Fields
 Evesham, NJ

DATE: 3/29/2021

BORING No.: T.B.-4

UNDERWOOD ENGINEERING COMPANY

1 Keystone Avenue, Suite 300, Cherry Hill, NJ 08003

Ph.# 856.933.1818 Fx.# 856.933.3121

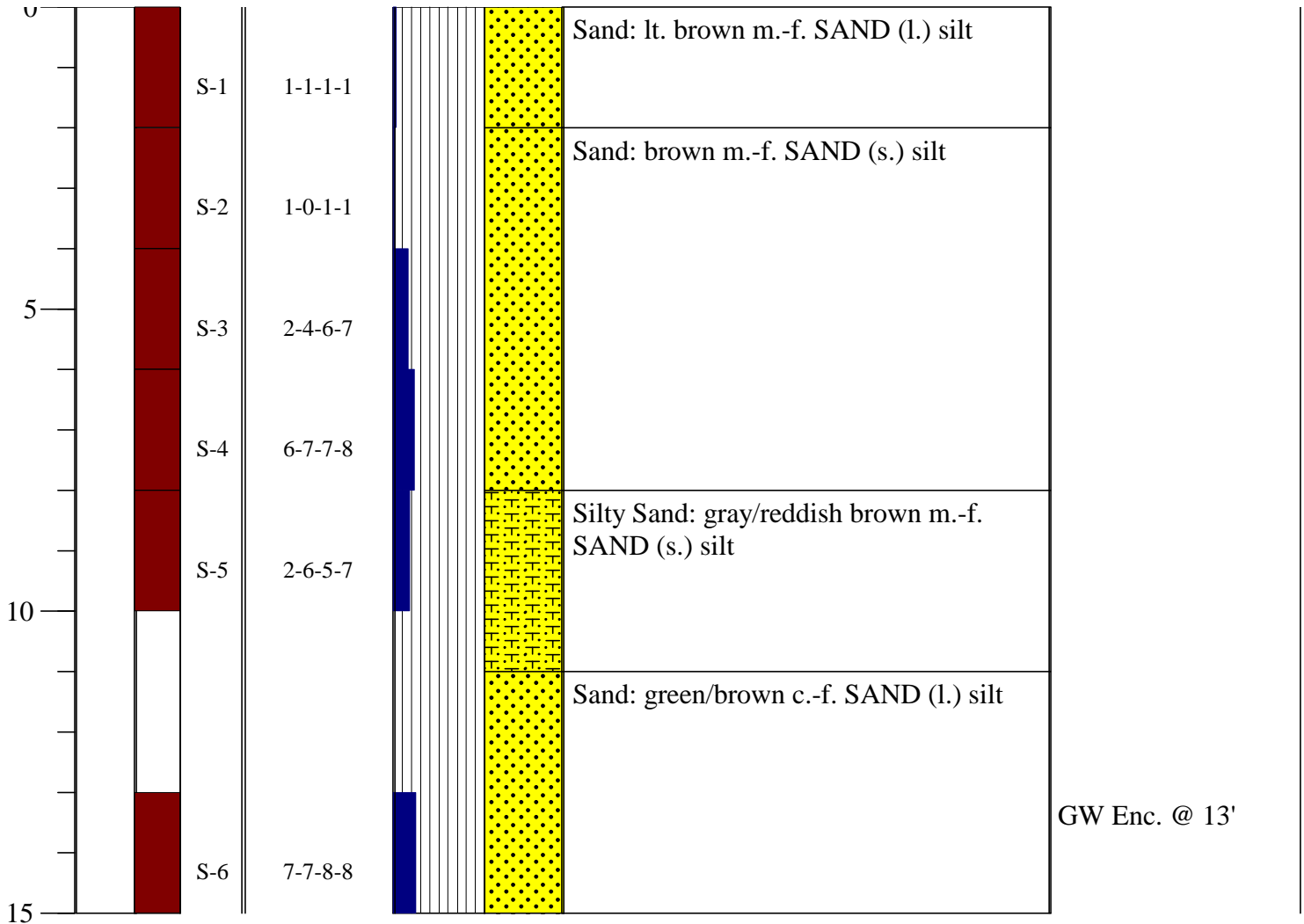
William R. Underwood, P.E., President

GROUND SURFACE ELEVATION:

GROUNDWATER DATA	
DEPTH	Hours After Completion
13	0.5

METHOD OF ADVANCING BORING	DEPTH (FT.)
CONTINUOUS SPLIT SPOON SAMPLE	0-10
AUGERS	13
2" O.D. SPLIT SPOON	13-15

Depth (ft)	Groundwater	Sampling Interval	Sample #	Blows	N-Values	Lithology	Soil Description*	Notes:



*FIELD CLASSIFICATION ONLY. SOIL CLASSIFICATION FOR PARTICULAR USES SHOULD BE ASCERTAINED BY LABORATORY TESTS.

Appendix C
Mechanical Sieve (Gradation) Analysis Results



Underwood Engineering, Inc.
 1 Keystone Ave, Suite 300
 Cherry Hill, New Jersey 08003
 (856) 933-1818

Mailing: PO Box 3520, Cherry Hill, NJ 08034

Material Test Report

Report No: MAT:21-1765-S01

Issue No: 1

Client: T and M Associates

CC:

Project: Yoga Platform & Greenlane Farms
 Evesboro Meford Rd, Evesham, NJ

This report is based on the visual and physical inspection described below. The inspections, laboratory tests and subsequent results are based on a representative sample of the overall project. Inspection by Underwood Engineering, Inc. in no way releases the contractor or sub-contractor of full responsibility of meeting contract documents, plans, specifications, shop drawings and standard in the industry. No other warranty is expressed or implied. No conclusions should be drawn from this report other than those specifically stated.



Submitted By:
 Date of Issue:

William R. Underwood, P.E.
 4/5/2021

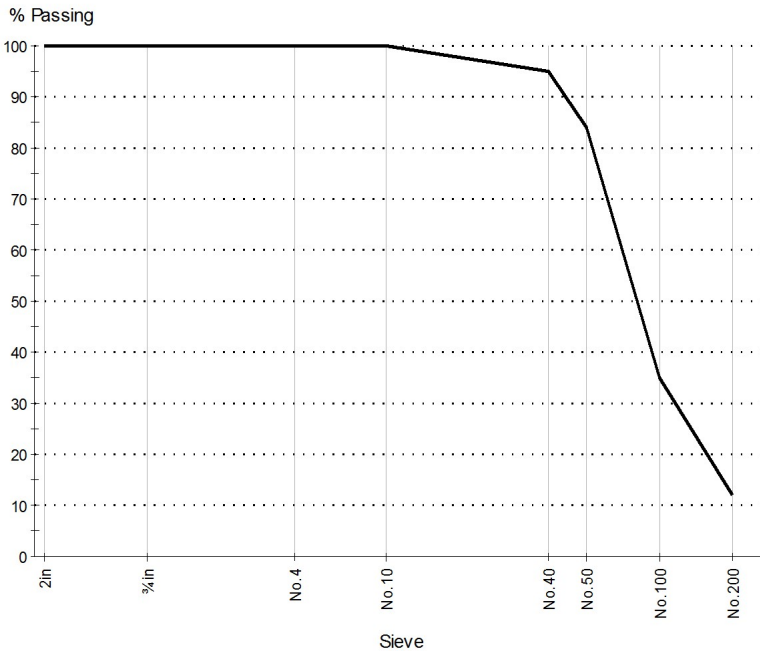
Sample Details

Sample ID: 21-1765-S01
 Date Sampled: 4/1/2021
 Source: Soil Boring
 Material: m.f. SAND, (I) Silt and Clay
 Specification: I-5 plus No. 100 Sieve
 Location: B1 @ 4ft to 6ft

Other Test Results

Description	Method	Result	Limits
Water Content (%)	ASTM D 2216	22.0	
Method			B
Tested By		Caitlynn Brevik	
Date Tested		4/1/2021	

Particle Size Distribution



Method: AASHTO T 27, AASHTO T 11

Date Tested: 4/1/2021

Tested By: Caitlynn Brevik

Sieve Size	% Passing	Limits
2in	100	
3/4in	100	
No.4	100	
No.10	100	
No.40	95	
No.50	84	
No.100	35	
No.200	12	

Comments

m.f. SAND, (I) Silt & Clay



Underwood Engineering, Inc.
 1 Keystone Ave, Suite 300
 Cherry Hill, New Jersey 08003
 (856) 933-1818

Mailing: PO Box 3520, Cherry Hill, NJ 08034

Material Test Report

Report No: MAT:21-1765-S02

Issue No: 1

Client: T and M Associates

CC:

Project: Yoga Platform & Greenlane Farms
 Evesboro Meford Rd, Evesham, NJ

This report is based on the visual and physical inspection described below. The inspections, laboratory tests and subsequent results are based on a representative sample of the overall project. Inspection by Underwood Engineering, Inc. in no way releases the contractor or sub-contractor of full responsibility of meeting contract documents, plans, specifications, shop drawings and standard in the industry. No other warranty is expressed or implied. No conclusions should be drawn from this report other than those specifically stated.



AASHTO
ACCREDITED

Submitted By:
Date of Issue:

William R. Underwood, P.E.
4/5/2021

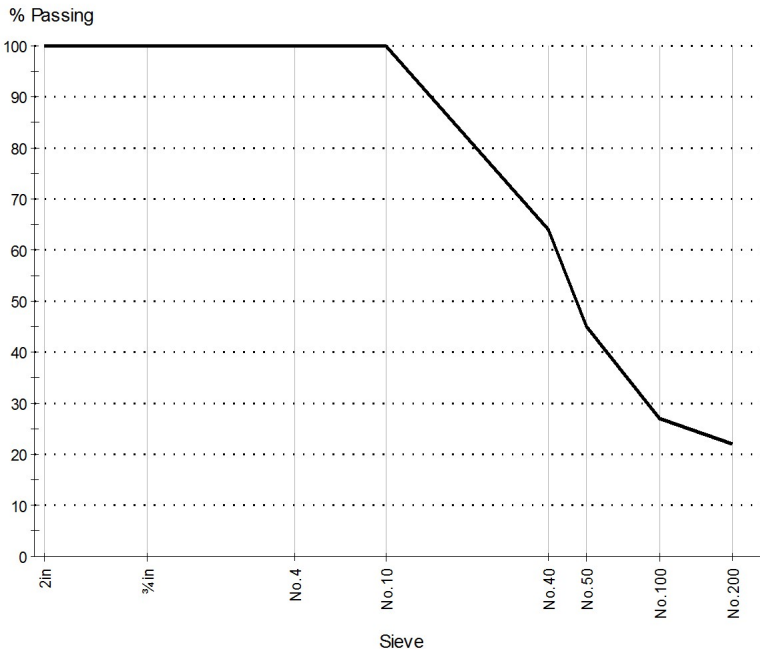
Sample Details

Sample ID 21-1765-S02
 Source Soil Boring
 Material m.f. SAND, (I) Silt and Clay
 Specification I-5 plus No. 100 Sieve
 Location B2 @ 13ft to 15ft

Other Test Results

Description	Method	Result	Limits
Water Content (%)	ASTM D 2216	31.4	
Method			B
Tested By		Caitlynn Brevik	
Date Tested		4/1/2021	

Particle Size Distribution



Method: AASHTO T 27, AASHTO T 11

Date Tested: 4/1/2021

Tested By: Caitlynn Brevik

Sieve Size	% Passing	Limits
2in	100	
3/4in	100	
No.4	100	
No.10	100	
No.40	64	
No.50	45	
No.100	27	
No.200	22	

Comments

m.f. SAND, (I) Silt & Clay



Material Test Report

Report No: MAT:21-1765-S03

Issue No: 1

Client: T and M Associates

CC:

Project: Yoga Platform & Greenlane Farms
 Evesboro Meford Rd, Evesham, NJ

This report is based on the visual and physical inspection described below. The inspections, laboratory tests and subsequent results are based on a representative sample of the overall project. Inspection by Underwood Engineering, Inc. in no way releases the contractor or sub-contractor of full responsibility of meeting contract documents, plans, specifications, shop drawings and standard in the industry. No other warranty is expressed or implied. No conclusions should be drawn from this report other than those specifically stated.



Submitted By:
 Date of Issue:

William R. Underwood, P.E.
 4/5/2021

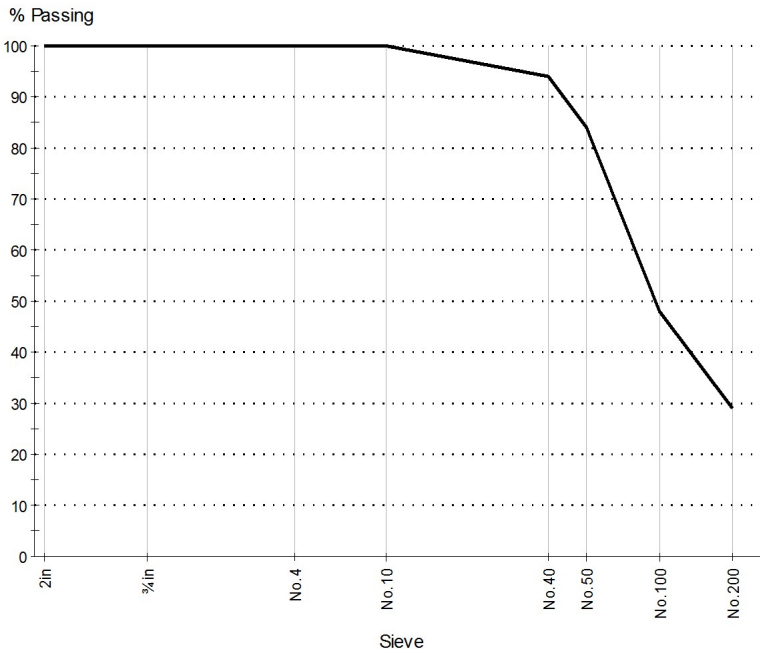
Sample Details

Sample ID: 21-1765-S03
 Source: Soil Boring
 Material: m.f. SAND, (s) Silt & Clay
 Specification: I-5 plus No. 100 Sieve
 Location: B3 @ 0 to 2ft

Other Test Results

Description	Method	Result	Limits
Water Content (%)	ASTM D 2216	13.4	
Method			B
Tested By		Caitlynn Brevik	
Date Tested		4/1/2021	

Particle Size Distribution



Method: AASHTO T 27, AASHTO T 11

Date Tested: 4/1/2021

Tested By: Caitlynn Brevik

Sieve Size	% Passing	Limits
2in	100	
3/4in	100	
No.4	100	
No.10	100	
No.40	94	
No.50	84	
No.100	48	
No.200	29	

Comments

m.f. SAND, (s) Silt & Clay



Underwood Engineering, Inc.
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 Cherry Hill, New Jersey 08003
 (856) 933-1818

Mailing: PO Box 3520, Cherry Hill, NJ 08034

Material Test Report

Report No: MAT:21-1765-S04

Issue No: 1

Client: T and M Associates

CC:

Project: Yoga Platform & Greenlane Farms
 Evesboro Meford Rd, Evesham, NJ

This report is based on the visual and physical inspection described below. The inspections, laboratory tests and subsequent results are based on a representative sample of the overall project. Inspection by Underwood Engineering, Inc. in no way releases the contractor or sub-contractor of full responsibility of meeting contract documents, plans, specifications, shop drawings and standard in the industry. No other warranty is expressed or implied. No conclusions should be drawn from this report other than those specifically stated.



AASHTO
ACCREDITED

Submitted By:
Date of Issue:

William R. Underwood, P.E.
4/5/2021

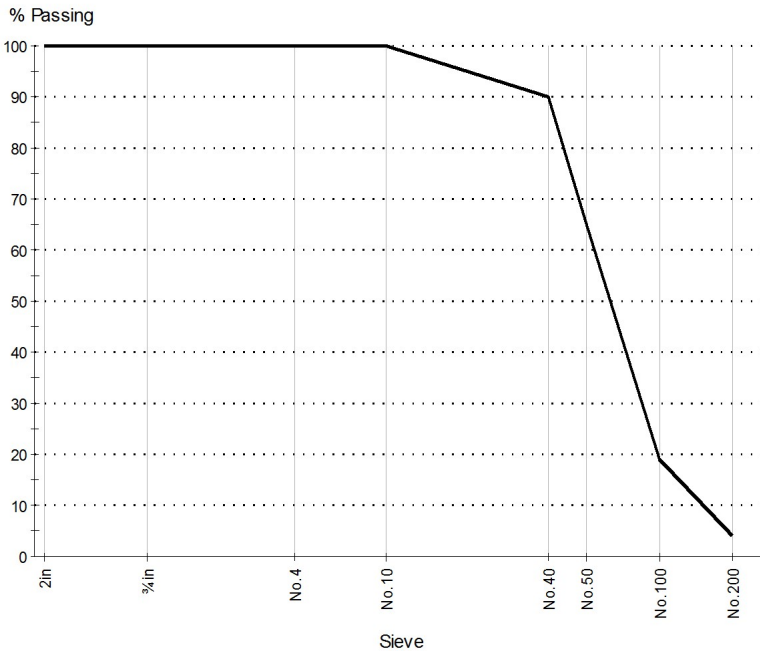
Sample Details

Sample ID: 21-1765-S04
 Source: Soil Boring
 Material: m.f. SAND, (tr) Silt & Clay
 Specification: I-5 plus No. 100 Sieve
 Location: B3 @ 8ft to 10ft

Other Test Results

Description	Method	Result	Limits
Water Content (%)	ASTM D 2216	10.9	
Method			B
Tested By		Caitlynn Brevik	
Date Tested		4/1/2021	

Particle Size Distribution



Method: AASHTO T 27, AASHTO T 11

Date Tested: 4/1/2021

Tested By: Caitlynn Brevik

Sieve Size	% Passing	Limits
2in	100	
3/4in	100	
No.4	100	
No.10	100	
No.40	90	
No.50	65	
No.100	19	
No.200	4.1	

Comments

m.f. SAND, (tr) Silt & Clay

Appendix D
General Soil Terms

General Soil Terms

Particle Sizes		Classifications
Boulders	Greater than 2 inches (305mm)	The major soil constituent is the principal noun, i.e. clay, silt, sand, gravel. The second major soil constituent and other minor constituents are reported as follows:
Cobbles	3 inches (76.233) to 12 inches (305mm)	
Gravel-coarse	3/4 inches (19.05mm) to 3 inches (76.2mm)	Second Major Constituent-Minor Constituents (Percentage by weight)
Gravel-fine	No. 4- 3/16 inches (4 75mm) to 3/4 inches (19.05mm)	
Sand-coarse	No. 10 (2.00mm) to No. 4 (4 75mm)	Trace – 1 to 12% Trace – 1 to 12%
Sand-medium	No. 40 (0.425mm) to No. 10 (2.00.)	
Sand-fine	No. 200 (0.075mm) to No. 40 (0.425mm)	Adjective – 12 to 35% Little – 12 to 23
Silt	0.005mm to 0.074mm	
Clay	Less than 0.005mm	(clayey, silty, etc.)
		Some – 23 to 33%
		And – Over 35%

Cohesive Soils

If clay content is sufficient so that clay dominates soil properties, clay becomes the principal noun with other major soil constituent as modifier: i.e. silty clay. Other minor soil constituents may be included in accordance with the classification breakdown for cohesionless soils: i.e. silty clay, trace of sand, little gravel

Unconfined Compressive Strength (psf)

Consistency	Approximate Range of (N)	
Very Soft	Below 500	0-2
Soft	500-1000	3-4
Medium	1000-2000	5-8
Stiff	2000-4000	9-15
Very Stiff	4000-8000	16-30
Hard	8000-16000	31-50
Very Hard	Over 16000	Over 50

Consistency of cohesive soils is based upon an evaluation of the observed resistance to deformation under load and not upon Standard Penetration Resistance (N)

Cohesionless Soils

Density Classification	Relative Density	Approximate Range of (N)
Very Loose	0-15	0-4
Loose	16-35	5-10
Medium Compact	36-65	11-30
Compact	66-85	31-50
Very Compact	86-100	Over 50

Relative Density of Cohesionless Soils is based upon the evaluation of the Standard Penetration Resistance (N), modified as required for depth effects, sampling effects, etc.

Standard Penetration Test (ASTM D 1586) – A 2.0” outside-diameter split barrel sampler is driven into undisturbed soil by means of a 140-pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven three successive 6-inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

Appendix E
Important Information about Your Geotechnical Engineering Report-ASFE

GEOTECHNICAL SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES, PERSONS, AND PROJECTS

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Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely to the client. No one except you should rely on your geotechnical engineering report without first conferring with the GEOTECHNICAL engineer who prepared it. And no one—not even you should apply the report for any purpose or project except the one originally contemplated.

A GEOTECHNICAL ENGINEERING REPORT IS BASES ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences: the general nature of the structure involved, its size, and configuration: the location of the structure on the site: and the other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on geotechnical engineering report that was:

- *not prepared for you,
- *not prepared for your project,
- *not prepared for the specific site explored, or
- *completed before important project changes were made

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- *the function of the proposed structure, as when its changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse
- *elevation, configuration, location, orientation, or weight off the proposed structure,
- *composition of the design team, or
- *project ownership

As general rule, always inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is bases on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINIONS

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over rely on the construction recommendations included in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

GIVE CONTRACTORS A COMPLETE REPORT AND GUIDANCE

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Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer.

A prebid conference can also be valuable. Be sure contractors have sufficient time to perform additional studies. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

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READ RESPONSIBILITY PROVISIONS CLOSELY

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Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled “limitations”, many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

GEOENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

ATTACHMENT II:

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**



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 - BURLINGTON

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/03/21
Journeyman (Mechanic)	W41.48 B26.57 T68.05

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Boilermaker PREVAILING WAGE RATE

	01/01/21
Foreman	W52.51 B45.60 T98.11
General Foreman	W54.51 B46.63 T101.14
Journeyman	W47.51 B43.91 T91.42

Craft: Boilermaker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	37.08	37.99	39.49	39.84	40.78	41.70	42.61			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 1-1-21:

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefits	37.72	38.20	39.20	40.14	41.09	42.03	42.96			

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

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

SHIFT DIFFERENTIALS:

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

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

County - BURLINGTON

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

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

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

County - BURLINGTON

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/21
Foreman	W34.62 B17.57 T52.19
General Foreman	W35.25 B17.57 T52.82
Mechanic	W33.25 B17.57 T50.82

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/01/21
Deputy Foreman	W48.20 B33.73 T81.93
Foreman	W51.20 B33.73 T84.93
Journeyman	W45.20 B33.73 T78.93

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	4.00	5.00	5.50	6.00	22.17	23.66	25.14	26.62		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - BURLINGTON

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 - BURLINGTON

Craft: Carpenter PREVAILING WAGE RATE

	05/01/21
Foreman	W59.67 B34.56 T94.23
Journeyman	W51.89 B30.12 T82.01

Craft: Carpenter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals	+ \$0.55			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/01/21
Foreman	W59.67 B34.47 T94.14
Journeyman	W51.89 B30.03 T81.92

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals	+ \$0.46			

Ratio of Apprentices to Journeymen - *

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

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.

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

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

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

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

County - BURLINGTON

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 - BURLINGTON

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 - BURLINGTON

Craft: Commercial Painter- New Construction

PREVAILING WAGE RATE

	05/01/21
Foreman	W46.37 B27.61 T73.98
General Foreman	W50.58 B28.10 T78.68
Journeyman	W42.15 B27.11 T69.26

Craft: Commercial Painter- New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter- New Construction

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - BURLINGTON

Craft: Commercial Painter- Repainting

PREVAILING WAGE RATE

	05/01/21
Foreman	W33.11 B20.66 T53.77
General Foreman	W36.12 B20.66 T56.78
Journeyman	W30.10 B20.66 T50.76

Craft: Commercial Painter- Repainting

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMME	CIAL	PAINTER	NEW	CONSTR	TION			
		R				UC				

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter- Repainting

COMMENTS/NOTES

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

NOTE: These rates may only be used on jobs where no major alterations (only doing painting and carpeting with nothing else being changed in the commercial building) occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, tanks, or generating stations.

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

FOREMEN REQUIREMENTS:

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

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

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

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

County - BURLINGTON

Craft: Diver PREVAILING WAGE RATE

	05/07/21
Diver	W52.48 B38.14 T90.62
Tender	W43.73 B38.14 T81.87

Craft: Diver APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefit	27.67	28.48	29.27	30.09						

Ratio of Apprentices to Journeymen - 1:4

Craft: Diver COMMENTS/NOTES

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

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

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

County - BURLINGTON

Craft: Dockbuilder PREVAILING WAGE RATE

	05/07/21
Foreman	W52.48 B38.14 T90.62
Journeyman	W43.73 B38.14 T81.87

Craft: Dockbuilder APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefit	22.82	24.44	26.87	29.27						

Ratio of Apprentices to Journeymen - 1:4

Craft: Dockbuilder COMMENTS/NOTES

Creosote Handling:

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

Hazardous Material Work:

On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

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

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

County - BURLINGTON

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/01/21
Foreman	W44.43 B27.68 T72.11
General Foreman	W46.45 B27.68 T74.13
Journeyman	W40.39 B27.68 T68.07

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	10.75	Intervals	3 to 4 =	13.52	Intervals	5 to 6 =	17.13	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Electrician - North

PREVAILING WAGE RATE

	07/09/20	10/04/21
Asst. General Foreman	W59.50 B39.20 T98.70	W0.00 B0.00 T100.42
Crane Operator, High Voltage Splicer, Welder	W54.30 B35.84 T90.14	W0.00 B0.00 T92.02
Foreman	W56.90 B37.52 T94.42	W0.00 B0.00 T96.19
General Foreman	W64.65 B42.53 T107.18	W0.00 B0.00 T108.70
Journeyman	W51.71 B34.16 T85.87	W0.00 B0.00 T87.86

Craft: Electrician - North

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	Yearly	15.51	18.10	20.68	25.86	36.20				
Benefits	64.70% of	Apprentic	Wage	Rate	+ \$0.71					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - North

COMMENTS/NOTES

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, 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

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

County - BURLINGTON

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.

**** MUNICIPALITIES COVERED:**

Bordentown City & Twp., Burlington City & Twp., Eastampton, Chesterfield, Fieldsboro, Florence, Mansfield, Mount Holly, New Hanover, North Hanover, Pemberton Boro. & Twp., Springfield, Tabernacle, Wrightstown.

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

County - BURLINGTON

Craft: Electrician - South

PREVAILING WAGE RATE

	09/28/20
Asst. General Foreman	W58.78 B51.66 T110.44
Foreman	W54.86 B48.62 T103.48
General Foreman	W63.67 B55.47 T119.14
Journeyman, Cable Splicer	W48.98 B44.04 T93.02
Lead Foreman	W56.33 B49.76 T106.09
Working Foreman, Welder, Crane Operator (all types)	W51.43 B45.94 T97.37

Craft: Electrician - South

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>										
Yearly	14.93	19.16	23.40	27.63	31.87						
Benefits	7.50	8.69	9.90	11.11	12.31						

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - South

COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All new construction.
- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work involving more than 15 instruments or voice/data lines.
- All camera installations.

Height Work: 40 feet above ground/floor: +10% of the wage and benefit amount.

FOREMAN REQUIREMENTS (number of Electricians on site):

(2 to 10) - a Working Foreman; (11 to 22) - a Foreman; (23 to 44) - a Lead Foreman; (35 to 48) - an Assistant General Foreman; (49 or more) - a General Foreman.

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

County - BURLINGTON

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

The first 4 hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and the first 8 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

****MUNICIPALITIES COVERED:**

Bass River, Beverly City, Cinnaminson, Delanco, Delran, Edgewater Park, Evesham, Hainesport, Lumberton, Maple Shade, Medford, Medford Lakes, Moorestown, Mount Laurel, Palmyra, Riverside, Riverton, Shamong, Southampton, Washington, Westampton, Woodland, Willingboro.

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

County - BURLINGTON

Craft: Electrician - Teledata - North (15 Instruments & Less)

PREVAILING WAGE RATE

	01/01/21
Assistant General Foreman	W50.55 B33.46 T84.01
Foreman	W46.10 B30.58 T76.68
General Foreman	W52.57 B34.60 T87.17
Journeyman Technician	W40.44 B26.91 T67.35
Lead Foreman	W48.12 B31.89 T80.01
Working Foreman	W44.08 B29.27 T73.35

Craft: Electrician - Teledata - North (15 Instruments & Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	19.72	23.34	29.38	34.61						
Benefits	62.48% of	Apprentic	Wage	Rate	+ \$0.56					

Craft: Electrician - Teledata - North (15 Instruments & Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 1-1-21:

INTERVAL PERIOD AND RATES
 Yearly 19.82 23.46 29.52 34.78
 Benefits 64.8% of apprentice wage rate + \$0.71

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
- 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

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

County - BURLINGTON

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.

=> See "Electricians - North" for the list of municipalities covered by these rates.

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

County - BURLINGTON

Craft: Electrician - Teledata - North (16 Instruments & More)

PREVAILING WAGE RATE

	07/09/20	10/04/21
Assistant General Foreman	W59.50 B39.20 T98.70	W0.00 B0.00 T100.42
Foreman	W56.90 B37.52 T94.42	W0.00 B0.00 T96.19
General Foreman	W64.65 B42.53 T107.18	W0.00 B0.00 T108.70
Journeyman Technician	W51.71 B34.16 T85.87	W0.00 B0.00 T87.86
Lead Foreman	W56.90 B37.52 T94.42	W0.00 B0.00 T96.19
Working Foreman	W56.90 B37.52 T94.42	W0.00 B0.00 T96.19

Craft: Electrician - Teledata - North (16 Instruments & More)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	15.51	18.10	20.68	25.86	36.20					
Benefits	64.70% of	Apprentic	Wage	Rate	+\$0.71					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - Teledata - North (16 Instruments & More)

COMMENTS/NOTES

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:

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

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

County - BURLINGTON

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.

=> See "Electricians - North" for the list of municipalities covered by these rates.

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

County - BURLINGTON

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

PREVAILING WAGE RATE

	01/08/21
Master Technician/Gen. Foreman (31+ Workers on job)	W49.88 B36.24 T86.12
Senior Technician/Lead Foreman (21-30 Workers on job)	W45.27 B34.80 T80.07
Technician A/Foreman (11-20 Workers on job)	W43.14 B34.12 T77.26
Technician B/Working Foreman (4-10 Workers on job)	W41.88 B32.74 T74.62
Technician C/Journeyman (1-3 Workers on job)	W37.94 B30.50 T68.44

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

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.45	9.45	10.42	10.42	12.37	12.37	14.72	14.72		

Ratio of Apprentices to Journeymen - 2:3

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

COMMENTS/NOTES

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

FOREMAN REQUIREMENTS:

The number of electricians on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK: Any work performed 40 feet above ground or floor: +10% of the wage and benefit amount.

SHIFT DIFFERENTIAL:

- 2nd Shift (4:30 PM to 12:30 AM) - 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) - 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

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

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

County - BURLINGTON

benefits.

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

=> See "Electrician - South" for the list of municipalities covered by these rates.

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

County - BURLINGTON

Craft: Electrician - Teledata - South (16 Instruments & More)

PREVAILING WAGE RATE

Craft: Electrician - Teledata - South (16 Instruments & More)

COMMENTS/NOTES

See "Electrician - South" Rates

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

County - BURLINGTON

Craft: Electrician- Outside Commercial- North

PREVAILING WAGE RATE

	07/09/20	10/04/21
Assistant General Foreman	W59.60 B38.87 T98.47	W0.00 B0.00 T100.09
Crane Operator, High Voltage Splicer, Welder	W54.30 B35.54 T89.84	W0.00 B0.00 T91.72
Foreman	W56.90 B37.21 T94.11	W0.00 B0.00 T95.88
General Foreman	W64.65 B42.18 T106.83	W0.00 B0.00 T108.35
Groundman, Truck & Winch Operator- Level I	W15.51 B10.65 T26.16	W0.00 B0.00 T29.46
Groundman, Truck & Winch Operator- Level II	W20.68 B13.97 T34.65	W0.00 B0.00 T37.77
Groundman, Truck & Winch Operator- Level III	W25.86 B17.29 T43.15	W0.00 B0.00 T46.07
Groundman, Truck & Winch Operator- Level IV	W33.61 B22.27 T55.88	W0.00 B0.00 T58.53
Groundman, Truck & Winch Operator- Level V	W41.37 B27.24 T68.61	W0.00 B0.00 T70.98
Heavy Equipment Operator	W51.71 B33.88 T85.59	W0.00 B0.00 T87.58
Journeyman Lineman	W51.71 B33.88 T85.59	W0.00 B0.00 T87.58

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

County - BURLINGTON

Craft: Electrician- Outside Commercial- North

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	31.03	33.61	36.20	38.78	41.37	43.95	46.54			
Benefits	64.15% of	Apprentic	Wage	Rate	+ \$0.71					

Craft: Electrician- Outside Commercial- North

COMMENTS/NOTES

* 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 - BURLINGTON

Craft: Electrician- Outside Commercial- South

PREVAILING WAGE RATE

	09/28/20
Assistant General Foreman	W58.78 B51.55 T110.33
Foreman	W54.86 B48.48 T103.34
General Foreman	W63.67 B55.40 T119.07
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W24.49 B24.60 T49.09
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W34.29 B32.32 T66.61
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W41.63 B38.08 T79.71
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W19.59 B1.20 T20.79
Journeyman Lineman	W48.98 B43.86 T92.84
Lead Foreman	W56.33 B49.63 T105.96
Working Foreman	W51.43 B45.78 T97.21

Craft: Electrician- Outside Commercial- South

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.30	10.92	11.52	12.15	12.76	13.38	14.00			

Craft: Electrician- Outside Commercial- South

COMMENTS/NOTES

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

County - BURLINGTON

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

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

SHIFT DIFFERENTIALS:

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

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

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

OVERTIME:

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

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

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

County - BURLINGTON

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

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

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

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

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

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

County - BURLINGTON

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	29.70	32.18	34.65	37.13	39.60	42.08	44.55			
Benefits	26.19	27.65	29.10	30.58	32.04	33.51	34.95			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - BURLINGTON

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/21
Helper-Over 5 Years	W43.00 B39.80 T82.80
Helper-Under 5 Years	W43.00 B38.94 T81.94
Mechanic (Journeyman) over 5 years	W61.43 B41.27 T102.70
Mechanic (Journeyman) under 5 years	W61.43 B40.04 T101.47
Mechanic in Charge (Foreman) over 5 years	W69.11 B41.88 T110.99
Mechanic in Charge (Foreman) under 5 years	W69.11 B40.50 T109.61
Probationary Helper (1st 6 months)	W30.72 B38.20 T68.92

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

<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 of 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 - BURLINGTON

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 - **BURLINGTON**

Craft: Glazier PREVAILING WAGE RATE

	06/04/21
Foreman	W49.67 B34.38 T84.05
Journeyman	W45.67 B34.38 T80.05

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	19.00	22.00	28.50	36.00						
Benefits	18.50	20.34	21.78	23.72						

Ratio of Apprentices to Journeymen - 1:3

Craft: Glazier COMMENTS/NOTES

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

FOREMAN REQUIREMENT:

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$42.32/hr.

Double time = \$50.26/hr.

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

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

County - BURLINGTON

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	05/01/21
Foreman (11-20 workers)	W59.79 B39.95 T99.74
Foreman (1-5 workers)	W57.07 B39.95 T97.02
Foreman (21-49 workers)	W62.50 B39.95 T102.45
Foreman (50+ workers)	W65.22 B39.95 T105.17
Foreman (6-10 workers)	W58.15 B39.95 T98.10
Journeyman	W54.35 B39.95 T94.30

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%
Benefits	29.21	29.21	Intervals	3 to 10 =	33.46					

Ratio of Apprentices to Journeymen - 1:4

Craft: Heat & Frost Insulator

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

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

County - BURLINGTON

OVERTIME:

- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays and holidays (except Labor Day), shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

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

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

County - BURLINGTON

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	05/01/21
Material Handler - 1st Level	W30.61 B22.79 T53.40
Material Handler - 2nd Level	W44.20 B22.79 T66.99
Mechanic (Journeyman)	W54.35 B39.95 T94.30

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply ONLY to the REMOVAL of insulation containing asbestos from mechanical systems, including containment erection and demolition, and the placing of material in appropriate containers.

JOB TITLES:

- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler - 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler - 1st Level: up to 3,000 hours of asbestos removal experience

RATIOS:

- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

SHIFT DIFFERENTIALS:

- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus \$0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus \$0.50 per hour.

OVERTIME:

- Hours in excess of 40 per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits.
- All hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits.
- All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - BURLINGTON

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/11/21
Foreman	W62.18 B31.62 T93.80
General Foreman	W64.18 B31.62 T95.80
Journeyman	W57.18 B31.62 T88.80

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%						
6 Months										
Benefits	14.27	14.50	17.73	17.96						

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

observed the following Monday.

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

County - BURLINGTON

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/11/21
Foreman	W50.92 B29.27 T80.19
General Foreman	W52.92 B29.27 T82.19
Journeyman	W45.92 B29.27 T75.19

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water 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.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

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

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

County - BURLINGTON

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/11/21
Foreman	W51.97 B28.92 T80.89
General Foreman	W53.97 B28.92 T82.89
Journeyman	W46.97 B28.92 T75.89

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	11.77	14.50	17.96							

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water 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.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

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

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

County - BURLINGTON

Craft: Industrial Painter-Containment

PREVAILING WAGE RATE

	02/11/21
Journeyman	W38.23 B28.67 T66.90

Craft: Industrial Painter-Containment

COMMENTS/NOTES

Note: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Ironworker

PREVAILING WAGE RATE

	04/05/21
Foreman- Fence and Guardrail	W43.27 B41.07 T84.34
Foreman-Rod/Mesh	W45.62 B42.04 T87.66
Foreman-Structural	W46.72 B42.04 T88.76
Journeyman- Fence and Guardrail	W39.54 B41.07 T80.61
Journeyman-Rod/Mesh	W40.82 B42.04 T82.86
Journeyman-Structural	W41.82 B42.04 T83.86

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	75%	85%							

Ratio of Apprentices to Journeymen - *

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

Craft: Ironworker

COMMENTS/NOTES

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

SHIFT DIFFERENTIALS:

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

OVERTIME:

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

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

County - BURLINGTON

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

- Benefits on overtime hours shall be paid at the following rates:

When wages are time and one-half, benefits = \$50.31.

When wages are double, benefits = \$58.58.

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

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

County - BURLINGTON

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	10/20/20
Journeyman (Handler)	W32.98 B23.66 T56.64

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	19.79	23.09	26.38	29.68						
Benefit	21.51	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

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

County - BURLINGTON

Craft: Laborer - Building

PREVAILING WAGE RATE

	05/07/21
Class A Journeyman	W35.25 B30.62 T65.87
Class B Journeyman	W34.50 B30.62 T65.12
Class C Journeyman	W29.33 B30.62 T59.95
Foreman	W39.66 B30.62 T70.28
General Foreman	W44.06 B30.62 T74.68

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%						
6 Months										
Benefit	27.37	27.37	27.37	27.37						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building

COMMENTS/NOTES

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

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

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

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

SHIFT DIFFERENTIALS:

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

- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.

- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

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

County - BURLINGTON

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

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

OVERTIME:

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

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

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

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

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

County - BURLINGTON

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	22.48	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Heavy & General

COMMENTS/NOTES

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

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

County - BURLINGTON

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/20
* Skilled Tradesman (only applies to Modular Construction)	W26.55 B5.45 T32.00
Foreman (person directing crew, regardless of his skill classification)	W30.55 B5.45 T36.00
Laborer	W22.55 B5.45 T28.00
Laborer (for single family and stand-alone duplex owned by single owner)	W17.05 B2.95 T20.00

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

<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 - BURLINGTON

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 - BURLINGTON

Craft: Millwright

PREVAILING WAGE RATE

	05/01/21
Foreman	W59.87 B35.32 T95.19
Journeyman	W52.06 B30.79 T82.85

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

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

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

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

OVERTIME:

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

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

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

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

County - BURLINGTON

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 - BURLINGTON

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 - BURLINGTON

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/10/20
Apprentice (1st year)	W27.50 B12.15 T39.65
Apprentice (2nd year)	W31.50 B23.10 T54.60
Foreman (Charge Person)	W40.15 B23.88 T64.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W35.38 B23.88 T59.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W39.15 B23.88 T63.03

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Paperhanger PREVAILING WAGE RATE

	05/01/21
Foreman	W47.34 B27.22 T74.56
Journeyman	W43.04 B27.22 T70.26

Craft: Paperhanger APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMME RC	IAL	PAINTER	NEW	CONSTR	UCTION			

Craft: Paperhanger COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Pipefitter

PREVAILING WAGE RATE

*** see PLUMBER Rates***

Craft: Pipefitter

COMMENTS/NOTES

See PLUMBER Rates

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

County - BURLINGTON

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 - BURLINGTON

Craft: Plumber - North

PREVAILING WAGE RATE

	07/01/20
Assistant General Foreman	W56.12 B40.90 T97.02
Foreman	W55.61 B40.90 T96.51
General Foreman	W58.70 B40.90 T99.60
Journeyman	W51.49 B40.90 T92.39

Craft: Plumber - North

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	35%	45%	55%	65%	75%					
Benefits	25.61	27.96	30.32	32.67	35.03					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber - North

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 - BURLINGTON

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.

MUNICIPALITIES COVERED:

Bordentown City and Twp., Burlington City and Twp., Eastampton Twp., Chesterfield Twp., Fieldsboro Boro., Florence Twp., Mansfield Twp., Mount Holly Twp., New Hanover Twp., North Hanover Twp., Pemberton Boro. and Twp., Springfield Twp., Westampton Twp., Wrightstown Boro.

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

County - BURLINGTON

Craft: Plumber - South

PREVAILING WAGE RATE

	05/28/21
Foreman	W51.39 B48.39 T99.78
Journeyman	W46.72 B48.39 T95.11

Craft: Plumber - South

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	30.05	31.40	34.09	35.42	36.76	38.10	39.46	40.79	42.14	43.47

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber - South

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

OVERTIME:

The first 4 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

MUNICIPALITIES COVERED:

Bass River Twp., Beverly City, Cinnaminson Twp., Delanco Twp., Delran Twp., Edgewater Park Twp., Evesham Twp., Hainesport Twp., Lumberton Twp., Maple Shade Twp., Medford Twp., Medford Lakes Boro, Moorestown Twp., Mount Laurel Twp., Palmyra Boro., Riverside Twp., Riverton Boro., Shamong Twp., Southampton Twp., Tabernacle Twp.,

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

County - BURLINGTON

Washington Twp., Woodland Twp., Willingboro Twp.

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

County - BURLINGTON

Craft: Roofer PREVAILING WAGE RATE

	05/12/20
Foreman (5 workers or less)	W41.50 B32.30 T73.80
Foreman (6 workers or more)	W42.00 B32.30 T74.30
Journeyman	W39.50 B32.30 T71.80

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	20.54	21.73	23.70	29.63						

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer COMMENTS/NOTES

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Roofer - Shingle, Slate & Tile

PREVAILING WAGE RATE

	05/12/20
Foreman (3 workers or less)	W29.75 B21.25 T51.00
Foreman (4 workers or more)	W30.50 B21.25 T51.75
Helper	W14.75 B21.25 T36.00
Journeyman (shingle work)	W29.50 B21.25 T50.75

Craft: Roofer - Shingle, Slate & Tile

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer - Shingle, Slate & Tile

COMMENTS/NOTES

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	07/24/20
Foreman	W30.52 B23.37 T53.89
Journeyman	W28.52 B23.37 T51.89

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	22.86	22.90	22.95	22.99	23.03	23.07	23.11	23.16	23.20	23.28

Ratio of Apprentices to Journeymen - 1:2

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

HAZARDOUS DUTY:

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

FOREMAN REQUIREMENTS:

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Sheet Metal Worker PREVAILING WAGE RATE

	06/04/21
Foreman	W56.62 B43.68 T100.30
Journeyman	W53.12 B43.68 T96.80

Craft: Sheet Metal Worker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	17.43	19.42	21.42	23.39	25.37	33.85	36.35	38.64	41.40	43.78

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 - BURLINGTON

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 = \$50.84.

Double-time = \$57.99.

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

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

County - BURLINGTON

Craft: Sprinkler Fitter PREVAILING WAGE RATE

	04/05/21
Foreman	W54.94 B29.33 T84.27
General Foreman	W57.19 B29.33 T86.52
Journeyman	W52.19 B29.33 T81.52

Craft: Sprinkler Fitter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	45%	50%	45%	60%	65%	70%	75%	80%	85%	90%
Benefits	8.52	8.52	19.47	19.47	20.72	20.72	20.72	20.72	20.72	20.72

Ratio of Apprentices to Journeymen - 1:1

Craft: Sprinkler Fitter COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BURLINGTON

Craft: Tile Worker PREVAILING WAGE RATE

	12/07/20
Finisher	W41.80 B27.97 T69.77
Setter	W48.61 B33.54 T82.15

Craft: Tile Worker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker COMMENTS/NOTES

NOTE: These rates also apply to Terrazzo and Marble work.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

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

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

County - BURLINGTON

Craft: Truck Driver

PREVAILING WAGE RATE

	05/22/20
Bucket, Utility, Pick-up, Fuel Delivery trucks	W42.85 B34.13 T76.98
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W42.85 B34.13 T76.98
Euclid-type vehicles (large off-road equipment)	W43.00 B34.13 T77.13
Helper on Asphalt Distributor truck	W42.85 B34.13 T76.98
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W42.85 B34.13 T76.98
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W42.90 B34.13 T77.03
Tractor-Trailer truck (all types)	W43.00 B34.13 T77.13
Vacuum or Vac-All truck (entire unit)	W42.85 B34.13 T76.98
Winch Trailer Driver	W43.10 B34.13 T77.23

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:

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

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

County - BURLINGTON

"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 \$39.73.

- 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 - BURLINGTON

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/22/20
Driver	W34.91 B34.13 T69.04
New Hires: 1st Year	W34.91 B34.13 T69.04

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 \$38.91.

RECOGNIZED HOLIDAYS: New Year's Day, President's 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 - BURLINGTON

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 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

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

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an 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:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

CLASSIFICATIONS:

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.56	34.50	90.06	92.36	94.61

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

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

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.64	34.50	91.14	93.44	95.69

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
61.32	34.50	95.82	98.12	100.37

CLASSIFICATIONS:

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

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
60.32	34.50	94.82	97.12	99.37

CLASSIFICATIONS:

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.82	34.50	91.32	93.62	95.87

CLASSIFICATIONS:

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

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
59.32	34.50	93.82	96.12	98.37

CLASSIFICATIONS:

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

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.82	34.50	90.32	92.62	94.87

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

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

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.45	34.50	92.95	95.25	97.50

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.39	34.50	88.89	91.19	93.44

CLASSIFICATIONS:

A-Frame

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

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
51.73	34.50	86.23	88.53	90.78

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
50.20	34.50	84.70	87.00	89.25

CLASSIFICATIONS:

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
48.44	34.50	82.94	85.24	87.49

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.01	34.50	90.51	92.81	95.06

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.15	34.50	89.65	91.95	94.20

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
63.34	34.50	97.84	100.14	102.39

CLASSIFICATIONS:

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

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
61.68	34.50	96.18	98.48	100.73

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. 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:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

CLASSIFICATIONS:

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

Effective Dates:

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
57.18	34.50	91.68	93.98	96.23

CLASSIFICATIONS:

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

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

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

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

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

CLASSIFICATIONS:

Driller

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

CLASSIFICATIONS:

Driller's Helper

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.25	33.23	79.48	80.78	83.53	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.95	33.23	79.18	80.48	83.23	85.73

CLASSIFICATIONS:

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

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.45	33.23	78.68	79.98	82.73	85.23

CLASSIFICATIONS:

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
47.95	33.23	81.18	82.48	85.23	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.90	33.23	78.13	79.43	82.18	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.55	33.23	77.78	79.08	81.83	84.33

CLASSIFICATIONS:

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

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.40	33.23	77.63	78.93	81.68	84.18

CLASSIFICATIONS:

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

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

TERRITORY
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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	78.53	81.28	83.78

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
53.57	34.50	88.07	90.37	92.62

CLASSIFICATIONS:

Driller

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
47.33	34.50	81.83	83.53	85.78

CLASSIFICATIONS:

Driller's Helper

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

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

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

OVERTIME:

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

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

Effective Dates:

10/01/2020

Rate	Fringe	Total
41.42	15.29	56.71

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2020

Rate	Fringe	Total
35.82	14.84	50.66

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2020

Rate	Fringe	Total
33.72	14.67	48.39

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/01/2020

Rate	Fringe	Total
32.80	14.30	47.10

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2020

Rate	Fringe	Total
31.74	14.21	45.95

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2020

Rate	Fringe	Total
26.37	13.48	39.85

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2020

Rate	Fringe	Total
36.91	14.93	51.84

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

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

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.30	33.23	77.53	78.83	81.58	84.08

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

Screedman

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

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.90	33.23	77.13	78.43	81.18	83.68

CLASSIFICATIONS:

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

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	78.53	81.28	83.78

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.15	33.23	77.38	78.68	81.43	83.93

CLASSIFICATIONS:

Raker, Luteman

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

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

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

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

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

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

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

Effective Dates:

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
32.92	29.50	62.42	64.17	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
41.74	29.50	71.24	73.24	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
47.78	29.50	77.28	79.28	81.28

CLASSIFICATIONS:

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

"D" Rate:

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

"C" Rate:

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

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

"B" Rate:

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	81.28	85.03	88.53

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

	03/10/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

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

Effective Dates:

	03/10/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

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

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

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

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

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

CLASSIFICATIONS:

blaster

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

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

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	81.28	85.03	88.53

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

	03/10/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

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

PER DIEM PAYMENT:

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

NOTES:

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

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

OVERTIME:

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

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

Effective Dates:

06/09/2020

Rate	Fringe	Total
54.58	32.80	87.38

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:

06/09/2020

Rate	Fringe	Total
54.58	32.80	87.38

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/09/2020

Rate	Fringe	Total
33.27	22.42	55.69

CLASSIFICATIONS:

Pipeline Helper

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

	11/02/2020		11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

	11/02/2020		11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

	11/02/2020		11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
39.46	19.88	59.34	61.01	62.68

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	78.03	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

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

Electrician-Utility Work (North)

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

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

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

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

SHIFT DIFFERENTIALS:

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

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

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

OVERTIME:

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

Four 10-hour days may worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

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

Effective Dates:

11/29/2020

Rate	Fringe	Total
57.30	39.54	96.84

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

11/29/2020

Rate	Fringe	Total
54.06	37.30	91.36

CLASSIFICATIONS:

Journeyman Lineman

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

Effective Dates:

11/29/2020

Rate	Fringe	Total
54.06	37.30	91.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
53.52	36.92	90.44

CLASSIFICATIONS:

Transit Man

Effective Dates:

11/29/2020

Rate	Fringe	Total
51.90	35.80	87.70

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
45.41	31.32	76.73

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

11/29/2020

Rate	Fringe	Total
67.57	46.62	114.19

CLASSIFICATIONS:

General Foreman

Effective Dates:

11/29/2020

Rate	Fringe	Total
62.17	42.88	105.05

CLASSIFICATIONS:

Assistant General Foreman

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

Effective Dates:

11/29/2020

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Line Foreman

Effective Dates:

11/29/2020

Rate	Fringe	Total
43.79	30.20	73.99

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.63	28.71	70.34

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.63	28.71	70.34

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.08	28.35	69.43

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

11/29/2020

Rate	Fringe	Total
41.08	28.35	69.43

CLASSIFICATIONS:

Line Equipment Mechanic

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

Effective Dates:

11/29/2020

Rate	Fringe	Total
35.14	24.24	59.38

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
32.44	22.36	54.80

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
53.52	36.92	90.44

CLASSIFICATIONS:

Line Equipment Foreman

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

Electrician-Utility Work (South)

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

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

Atlantic City Electric.

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

SHIFT DIFFERENTIALS:

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

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

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

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

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

OVERTIME:

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

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

RECOGNIZED HOLIDAYS:

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

WORKING RULES:

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

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

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

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

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

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

Effective Dates:

12/02/2020

Rate	Fringe	Total
63.56	51.00	114.56

CLASSIFICATIONS:

General Foreman

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

Effective Dates:

12/02/2020

Rate	Fringe	Total
56.43	46.88	103.31

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2020

Rate	Fringe	Total
53.46	45.13	98.59

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Welder

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

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2020

Rate	Fringe	Total
39.60	36.94	76.54

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2020

Rate	Fringe	Total
34.65	34.00	68.65

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2020

Rate	Fringe	Total
32.18	32.55	64.73

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2020

Rate	Fringe	Total
29.70	31.09	60.79

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2020

Rate	Fringe	Total
27.23	29.62	56.85

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2020

Rate	Fringe	Total
21.78	26.40	48.18

CLASSIFICATIONS:

Flagman

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

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
69.38	33.23	102.61	104.31	107.86	111.19

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.93	33.23	102.16	103.86	107.41	110.74

CLASSIFICATIONS:

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

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.18	33.23	101.41	103.11	106.66	109.99

CLASSIFICATIONS:

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
71.93	33.23	105.16	106.86	110.41	113.74

CLASSIFICATIONS:

Blaster

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
67.35	33.23	100.58	102.28	105.83	109.16

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.83	33.23	100.06	101.76	105.31	108.64

CLASSIFICATIONS:

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

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.60	33.23	99.83	101.53	105.08	108.41

CLASSIFICATIONS:

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

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

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.00	33.23	99.23	100.93	104.48	107.81

CLASSIFICATIONS:

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