BID SPECIFICATIONS

For

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

For the

TOWNSHIP OF LITTLE EGG HARBOR

Located in:
COUNTY OF OCEAN

Prepared for

KEN LANEY, MAYOR

COMMITTEE MEMBERS

DAN MAXWELL, DEPUTY MAYOR
SUZANNE CARRARA
JOHN KEHM JR.
BLAISE SCIBETTA

OCTOBER 2026

Prepared By

(Engineer's Signature)

Jason A. Worth, P.E.
Township Engineer
License No. 49287

1144 Hooper Avenue, Suite 202, Toms River, NJ, 08753
T&M PROJECT NUMBER:LEHT-01952

TABLE OF CONTENTS

NOTICE TO BIDDERS 3

THE INTRODUCTION 4

ARTICLE 1: DEFINITIONS 4
ARTICLE 2: CONTRACT DOCUMENTS 5

THE BID PACKET PROCEDURES 7

ARTICLE 3: BID PACKET INSTRUCTIONS 7
ARTICLE 4: BID PACKET SUBMISSIONS 9

THE CONTRACT PROCEDURES 12

ARTICLE 5: AWARD OF CONTRACT 12
ARTICLE 6: CONTRACT PROCEDURES 13
ARTICLE 7: NOTICE TO PROCEED 26
ARTICLE 8: CONTRACT MODIFICATIONS 26

THE WORK PROCEDURES 30

ARTICLE 9: LAYING OUT THE WORK 30
ARTICLE 10: ROLES THROUGHOUT PROJECT 31
ARTICLE 11: PROSECUTION OF THE WORK 33
ARTICLE 12: INSPECTION AND TESTING PROCEDURES 41
ARTICLE 13: MISCELLANEOUS PROVISIONS 42

SPECIAL PROVISIONS 43

FORMS 46

BID PACKET 47
CONTRACT 77

TECHNICAL SPECIFICATIONS

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NOTICE TO BIDDERS

A NOTICE IS HEREBY GIVEN that sealed Bid Packets will be received by the Township of Little Egg Harbor in the County of Ocean, State of New Jersey on **Wednesday, October 28, 2026 at 10:00 AM** prevailing time at the Little Egg Harbor Township Municipal Complex (Courtroom), 665 Radio Ave, Little Egg Harbor, New Jersey at which time and place the Bid Packets will be publicly unsealed and its contents announced in public for the **DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS.**

The scope of Work contemplated for the abovenamed Project includes providing a modular building and site improvements consisting of asphalt and concrete paving, fencing, site utilities, septic system, domestic water well system, and soil erosion measures, and a one-story modular building, approximately 36 feet by 70 feet totaling approximately 2,520 SF. The modular building will contain office space, restrooms, and a breakroom supported by a concrete foundation with crawlspace with prefabricated exterior metal stairs and accessible ramp as well as all other work of any type or description necessary for completion of the project. All Work on this Contract shall be completed within one hundred eighty (180) calendar days.

Contract Documents and Plans for the proposed Work, which have been prepared by Jason Worth, P.E., of the firm of T&M Associates, are available at the office of said Engineer at 1144 Hooper Avenue, Suite 202, Toms River, NJ 08753 and may be inspected by prospective Bidders during business hours.

Bidders will be furnished with a copy of the Contract Documents upon proper notice and payment of a non-refundable charge of One Hundred Fifty Dollars ($150.00) ***payable to*** "T&M Associates" at the offices of T&M Associates to defray the cost thereof.

The provided Bid Packet must be completed in the manner designated in the Contract Documents, must be enclosed in a sealed envelope bearing the name and address of the Bidder and the name of the Project on the outside and must be addressed to the Township of Little Egg Harbor, Kelly Lettera, Township Clerk. Also, Bid Packets must 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 Ocean 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 Little Egg Harbor in a lawful manner. 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.

Township of Little Egg Harbor intends to award this Project to the lowest responsible and responsive Bidder in accordance with applicable law. Township of Little Egg Harbor 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.

By Order of KELLY LETTERA, RMC, TOWNSHIP CLERK

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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.

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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.

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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)*.

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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

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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 BID BOND. 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,

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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 uncontemplated 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.

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1) *COMMERCIAL GENERAL LIABILITY (CGL)*

Project Insurance Level

Minimum Limits	A	B	C
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

Minimum Limits	A	B	C
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		
	Project Insurance Level		
	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.

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(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.

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(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,

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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.

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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.

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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*

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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.

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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

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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

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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

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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.

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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.

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(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.

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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.

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(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

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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.

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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.

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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.

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SPECIAL PROVISIONS

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

THE OWNER

NAME: Township of Little Egg Harbor

ADDRESS: 665 Radio Road, Little Egg Harbor, New Jersey, 08087

CONTACT: Kelly Lettera, Interim Township Administrator/Clerk

TELEPHONE: 609-296-7241 **TELEPHONE:** 609-296-5352

EMAIL: klettera@leht.com

THE ENGINEER

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

NAME: Jason A. Worth, PE of T&M Associates

ADDRESS: 1144 Hooper Avenue, Suite 202, Toms River, NJ 08753

CONTACT: Jason Worth, P.E.

TELEPHONE: 732-473-3400 **TELEPHONE:** 732-473-3400

EMAIL: jworth@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:

PERMIT	STATUS
Ocean County Soil Conservation District	Pending

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

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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:

AGENCY	PERMIT DESCRIPTION
Township of Little Egg Harbor	Construction Permits
County of Ocean	Board of Health for Septic and Domestic Well Systems
State of New Jersey	Domestic Well System

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 one hundred eighty (180) calendar days from the issuance 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.) In addition to the Owner and Engineer, (T&M Associates) be named as an Additional Insured.

BIDDING SCHEDULE / DEADLINE FOR SUBMITTING QUESTIONS

THE DEADLINE FOR SUBMITTING QUESTIONS IS THURSDAY, OCTOBER 15, 2026, AT 5:00 PM. QUESTIONS SHALL BE SUBMITTED IN WRITING TO JASON WORTH, P.E. OF T&M ASSOCIATES AT JWORTH@TANDMASSOCIATES.COM.

DAMAGES

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

CONTRACT AMOUNT	CHARGE *Per Calendar Day*
Up to $100,000	$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.

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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 to perform the specified work by the Contract Documents. The Contractor shall include in the various items scheduled in the Bid Proposal, all costs of traffic control required by the Contractor's operations.

3) The Owner has designated the following individual as the person for contact regarding Uniformed Law Enforcement Officers (Police Traffic Directors).

NAME: Chief Jeff Martin

TITLE:

ADDRESS: 665 Radio Road

TELEPHONE: 609-296-7241 **FAX:** 609-296-5352

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:	Little Egg Harbor MUA	**Sewer:**	Little Egg Harbor MUA
Gas:	New Jersey Natural Gas	**Others:**	
Electric:	Atlantic City Electric		
Telephone:	Verizon		
Cable TV:	Comcast		

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FORMS

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BID PACKET

FOR:

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

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:

BID SUBMISSION CHECKLIST

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(Bidder Name)

Bidder is to initial next to each document provided in its Bid Packet. Items 1 through 14 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.

DESCRIPTION OF DOCUMENTS TO BE SUBMITTED IN BID PACKET	BIDDER'S INITIALS
1. **BID SUBMISSION CHECKLIST** *pursuant to N.J.S.A. 40A:11-23.1* (*this document*)	_____
2. **BID PROPOSAL**	_____
3. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** *pursuant to N.J.S.A. 40A:11-23.2*	_____
4. **OWNERSHIP DISCLOSURE** *pursuant to N.J.S.A. 52:25-24.2 and N.J.S.A. 40A:11-23.2*	_____
5. **BID BOND AND SECURITY** *pursuant to N.J.S.A. 40A:11-23.2*	_____
6. **CONSENT OF SURETY** *pursuant to N.J.S.A. 40A:11-23.2*	_____
7. **SUBCONTRACTOR IDENTIFICATION** *pursuant to N.J.S.A. 40A:11-23.2 and N.J.S.A. 40A:11-16 (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 N.J.S.A. 52:34-15*	_____
11. **PREVAILING WAGE COMPLIANCE DECLARATION** *pursuant to N.J.S.A. 34:11-56.25 et seq.*	_____
12. **EQUIPMENT CERTIFICATION** *pursuant to N.J.S.A. 40A:11-20*	_____
13. **BIDDER'S ACKNOWLEDGMENT**	_____
14. **AMERICAN PRODUCTS CERTIFICATION** *pursuant to N.J.S.A. 40A:11-18*	_____

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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. **PROHIBITED RUSSIA-BELARUS ACTIVITIES AND IRAN INVESTMENT ACTIVITIES CERTIFICATION** *pursuant to N.J.S.A. 40A:11-2.1 and N.J.S.A. 40A:11-2.2* _____

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BASE BID PROPOSAL

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1	CLEARING SITE/MOBILIZATION	1	LS	$	$
2	FULL DEPTH ASPHALT PAVEMENT REPAIR	400	SF	$	$
3	PROPOSED 4" THICK CONCRETE SIDEWALK	500	SF	$	$
4	PROPOSED FLUSH CONCRETE CURB	100	LF	$	$
5	PROPOSED 6" STRIPED LOADING AREA	1,300	SF	$	$
6	RESTORED SEEDED LANDSCAPE AREA (5" TOPSOIL, FERTILIZER, AND SEED)	13,400	SF	$	$
7	PROPOSED STANDARD DUTY ASPHALT PAVEMENT (COMBINED)	5,600	SF	$	$
8	PROPOSED ADA SIGN ON BOLLARD	1	LS	$	$
9	PROPOSED BOLLARDS	8	EA	$	$
10	PROPOSED SEPTIC SYSTEM COMPLETE	1	LS	$	$
11	PROPOSED 25' WIDE x 8' HIGH BLACK VINYL CHAINLINK SLIDING ACCESS GATE WITH 2" PRIVACY SLATS	1	LS	$	$
12	PROPOSED 5' WIDE x 8' HIGH BLACK VINYL CHAINLINK ACCESS GATE WITH 2" PRIVACY SLATS	1	LS	$	$
13	PROPOSED IMPOUND LOT 8" HIGH BLACK VINYL CHAINLINK SECURITY FENCE WITH 2" PRIVACY SLATS	410	LF	$	$
14	PROPOSED ELECTRIC WORK INCLUDING SERVICES	1	LS	$	$
15	PROPOSED DOMESTIC WATER WELL SYSTEM COMPLETE	1	LS	$	$
16	SILT FENCE (COMBINED)	810	LF	$	$
17	TREE PROTECTION FENCE	700	LF	$	$
18	TEMPORARY STOCKPILE	1	LS	$	$
29	PROPOSED 6" THICK CONCRETE PAD BELOW ENTIRE RAMP AND STEPS	200	SF	$	$
20	PROPOSED GUARD SHACK IMPROVEMENTS	1	LS	$	$
21	PROPOSED MODULAR BUILDING COMPLETE – FABRICATED, DELIVERED, AND INSTALLED ON FOUNDATION SYSTEM	1	LS	$	$

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TOTAL BASE BID AMOUNT (*Items 1 through 21*): $ _____

WRITE TOTAL BASE BID AMOUNT (*Items 1 through 21*): _____

_____

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. 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.

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)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(Bidder Name)

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

ADDENDA NUMBER	DATED	TITLE OR DESCRIPTION	BIDDER'S INITIALS
_____	__/__/__	_____	_____
_____	__/__/__	_____	_____
_____	__/__/__	_____	_____
_____	__/__/__	_____	_____
_____	__/__/__	_____	_____

☐No Addendum received: _____

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

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BUSINESS REGISTRATION CERTIFICATE

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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:** _____

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PUBLIC WORKS CONTRACTOR CERTIFICATE

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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:** _____

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OWNERSHIP DISCLOSURE

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(Bidder Name)

PART I - Please check the appropriate box below:

☐ Sole Partnership *(skip Parts II and III, execute certification in Part IV)*

☐ Non-Profit Corporation *(skip Parts II and III, execute certification in Part IV)*

☐ For Profit Corporation *(any type)*

☐ Limited Liability Company (LLC)

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Other *(be specific)*: _____

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)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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: _____ CORPORATE SEAL:

(Bidder Authorized Representative Signature)

NAME: _____

(Print or Type)

TITLE: _____

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Russia-Belarus Vendor Certification

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a contracting agent under the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

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DISCLOSURE OF ELECTION CONTRIBUTIONS

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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:

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

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 Owner 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: _____ **CORPORATE SEAL:**
(Surety Authorized Representative Signature)

NAME: _____
(Print or Type)

TITLE: _____

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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)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS , 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: _____ **CORPORATE SEAL:**
(Surety Authorized Representative Signature)

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,

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

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: _____ **CORPORATE SEAL:**
(Bidder's Authorized Representative Signature)

NAME: _____
(Print or Type)

TITLE: _____

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EQUIPMENT CERTIFICATION

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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*:

NAME OF EQUIPMENT OWNER	ADDRESS	TELEPHONE NUMBER & EMAIL ADDRESS
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

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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.

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SUBCONTRACTOR IDENTIFICATION

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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:** _____

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PREVAILING WAGE COMPLIANCE DECLARATION

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

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_____

(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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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.

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DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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: _____ CORPORATE SEAL:

(Bidder Authorized Representative Signature)

NAME: _____

(Print or Type)

TITLE: _____

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AMERICAN PRODUCTS CERTIFICATION

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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***:* _____

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STATEMENT OF EXPERIENCE AND QUALIFICATIONS

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(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.

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STATEMENT OF EXPERIENCE AND QUALIFICATIONS
(CONTINUED)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____
(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:

PROJECT NAME & ADDRESS	PROJECT OWNER	PROJECT ENGINEER	PHONE NUMBER(S) & EMAIL ADDRESS(ES)

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(Bidder Name)

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

PROJECT NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	GROSS CONTRACT	ANTICIPATED COMPLETION DATE

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS

_____

(Bidder Name)

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

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

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

DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS .

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: _____ **CORPORATE SEAL:**
(Bidder Authorized Representative Signature)

NAME: _____
(Print or Type)

TITLE: _____

This Bid Packet has been Sworn and Subscribed before me this

NOTARY PUBLIC SEAL:

_____ Day of _____ , 20 _____

NOTARY PUBLIC _____
(Notary Public Signature)

_____
(Print or Type Name)

My Commission Expires _____

CONTRACT

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.

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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.

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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

CORPORATE SEAL:

BY: _____
(Authorized Representative's Signature)

NAME: _____

TITLE: _____

Contractor's Authorized Representative

CORPORATE SEAL:

BY: _____
(Authorized Representative's Signature)

NAME: _____

TITLE: _____

_____

TITLE: _____

EXHIBIT I – INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

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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: _____ **CORPORATE SEAL:**
(Authorized Representative Signature)

NAME: _____
(Print or Type)

TITLE: _____

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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 _____ 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: _____ **CORPORATE SEAL:**
(Authorized Representative Signature)

NAME: _____
(Print or Type)

TITLE: _____

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EXHIBIT IV – PREVAILING WAGE RATE TABLE(S)

PREVAILING WAGE RATE TABLES 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*.

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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:

(l) 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.

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(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 there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

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MODULAR BUILDING AND SITE IMPROVEMENTS
Department of Public Works Facility Improvements
TECHNICAL SPECIFICATIONS - TABLE OF CONTENTS

SECTION 01 10 00	SUMMARY OF WORK
SECTION 01 10 11	CONSTRUCTION COORDINATION AND SEQUENCING
SECTION 01 15 00	TEMPORARY FACILITIES AND CONTROLS
SECTION 01 20 00	PRICE AND PAYMENT PROCEDURES
SECTION 01 31 00	PROGRESS MEETINGS
SECTION 01 33 00	SUBMITTAL PROCEDURES
SECTION 01 60 00	PRODUCT REQUIREMENTS
SECTION 01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS
SECTION 01 79 50	CLOSEOUT SUBMITTALS
SECTION 02 67 10	NON-PUBLIC WATER SUPPLY WELL AND EQUIPMENT
SECTION 03 30 01	CAST-IN-PLACE CONCRETE
SECTION 07 77 80	WOOD LOCKER BENCHES
SECTION 08 11 10	STEEL DOORS AND FRAMES
SECTION 08 20 00	WOOD DOORS AND FRAMES
SECTION 09 51 00	ACOUSTICAL CEILINGS
SECTION 09 65 13	RESILIENT WALL BASE
SECTION 09 65 19	RESILIENT VINYL COMPOSITION TILE
SECTION 09 91 23	INTERIOR PAINTING
SECTION 10 14 00	SIGNAGE
SECTION 10 21 13	PLASTIC TOILET PARTITIONS
SECTION 10 51 00	LOCKERS
SECTION 12 35 00	SPECIALTY CASEWORK
SECTION 13 34 00	MODULAR BUILDING
SECTION 31 05 13	SOILS FOR EARTHWORK
SECTION 31 05 16	AGGREGATES FOR EARTHWORK
SECTION 31 10 00	SITE CLEARING
SECTION 31 22 13	ROUGH GRADING
SECTION 31 23 16	EXCAVATION
SECTION 31 23 17	TRENCHING
SECTION 31 23 23	FILL
SECTION 32 05 16	AGGREGATES FOR EXTERIOR IMPROVEMENTS
SECTION 32 11 23	AGGREGATE BASE COURSES
SECTION 32 13 13	CONCRETE PAVING
SECTION 32 14 23	ASPHALT PAVING
SECTION 32 31 13	CHAIN LINK FENCES AND GATES
SECTION 32 92 19	SEEDING
SECTION 99 99 01	FINAL CLEANUP AND SITE RESTORATION

ATTACHMENT 1 – Ground Penetrating Radar Report (GPR)

ATTACHMENT 2 – Geotechnical Engineering Report

ATTACHMENT 3 – NJ State Prevailing Wage Rates

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.
8. Miscellaneous provisions.

1.2 PROJECT INFORMATION

A. Project Identification: Department of Public Works Facility Improvements

B. Project Location: 1363 County Rd 539, Block 124, Lot 10.01
Township of Little Egg Harbor, Ocean County, New Jersey

C. Owner: Township of Little Egg Harbor

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The scope of this project includes providing a modular building and site improvements consisting of asphalt and concrete paving, fencing, site utilities, septic system, domestic water well system, and soil erosion measures, and a one-story modular building, approximately 36 feet by 70 feet totaling approximately 2,520 SF. The modular building will contain office space, restrooms, and a breakroom supported by a concrete foundation with crawlspace with prefabricated exterior metal stairs and accessible ramp as well as all other work of any type or description necessary for completion of the project whether or not specifically described in the Contract Documents.

B. Type of Contract.

1. Project will be constructed under a single general contract.

1.4 PHASED CONSTRUCTION

A. Before commencing work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement, and completion dates, and move-out and -in dates of Owner's personnel for the Work.

1.5 ACCESS TO SITE

A. Use of Site: Limit use of Project site to the areas in the scope of work as described in the contract documents in areas. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to the scope of work area.
2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage at Contractor’s expense caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing access roads unless otherwise indicated.

1. Maintain access to site areas and other adjacent occupied or used facilities. Do not close or obstruct access roads or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than **72** hours in advance of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Obtain a Certificate of Approval from authorities having jurisdiction before limited Owner occupancy.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of property and with requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in existing building to Mondays to Friday (holidays excluded), unless otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two (2) days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two (2) days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of tobacco products and other controlled substances within the buildings and on the Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 10 11 - CONSTRUCTION COORDINATION AND SEQUENCING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this section includes all measures necessary to schedule construction operations and coordinate with the Owner's personnel to maintain full service during the course of construction.

1.2 SUBMITTALS

A. This specification shall be considered when preparing the construction schedule.

B. The Contractor shall submit for review and approval a detailed construction schedule detailing all project activities required from Notice to Proceed to Completion as well as proposed measures for maintaining operations and services during construction. This schedule which must incorporate the construction sequencing requirements herein and as indicated in Section 011000 “Summary”, will be reviewed and approved by the Engineer, and must be submitted 15 calendar days after issuance of the Notice to Proceed. The schedule shall be in the Critical Path Method format and shall not have any gaps.

1) The schedule shall be updated on a weekly basis.
2) Submit detailed 1-week look-aheads showing all work to be completed within that duration for detailed coordination purposes.

PART 2 – PRODUCTS – Not Used

PART 3 - EXECUTION

3.1 The Contractor shall verify all conditions and restraints in determining a means and method of executing the work.

The Contractor is responsible for all required traffic control measures, coordination, and submission of a plan for approval. Comply with all Municipal, County, State, and Federal requirements. All costs to be included in base bid.

3.2 The Contractor shall perform all preliminary preparations, including having on site all necessary material, labor, equipment, etc., for accomplishing all required construction sequencing within a minimal time frame.

3.3 The Contractor shall provide all labor, equipment, and material necessary for temporary measures necessary to install the proposed work without an interruption of services. The Contractor shall also have during the construction sequencing a person available for emergency response through a mobile phone.

3.4 The Contractor shall not interfere with the Owner's employees or the Owner’s customers in performance of any work that they may consider necessary. Where construction operations obstruct or otherwise hinder access to areas necessary for Owner operations, the Contractor shall provide safe access for personnel. All such areas shall be adequately lit for safe access.

3.5 The Owner's personnel shall receive instructions from the respective manufacturers' information of all material used on the project. Two copies of the O&M manuals must also be available three (3) weeks prior to starting the instruction and use by the Owner's personnel. The cost for this instruction shall be included in the Contractor's bid price.

3.6 The Contractor must provide the Engineer with 72 hours written notice of the time when any of the steps in the construction staging plan are planned to be initiated. The Engineer reserves the right to delay the request for the start of the activity if operations, emergencies, weather events, etc., require such a delay. The Contractor shall not make any claims for costs or schedule delays on this account.

3.7 The proposed improvement work is to be executed in an active area. Access to the site and building for the improvements is limited. The Contractor shall take into account the limitations of the construction staging and physical size of the site when estimating expected productivity, establishing a construction schedule, and delivery/storage of equipment and materials.

END OF SECTION 01 10 11

SECTION 01 15 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary conditions apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Temporary enclosures and protection.
2. Protective coverings.
3. Layout and dimensional control.
4. Fire Protection.
5. Project security.
6. Temporary identification.
7. Debris removal.

1.3 PRODUCT HANDLING

A. Protection: Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

B. Replacements: In the event of loss or damage, immediately make all repairs and replacement necessary to the approval of the Engineer and at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 TEMPORARY ENCLOSURES AND PROTECTION

A. The Contractor shall always provide and maintain dust-proof and fireproof conditions during the work.

B. In addition to the foregoing, protections shall be provided and maintained by the Contractor in compliance with all applicable Federal and state safety and labor law requirements, codes, ordinances, rules and regulations, and generally as follows:

1. All necessary temporary closures, guard rails, barricades, screens, ladders, decking, planking, warning lights, directional signs, overhead protection, temporary walks, steps, and platforms, to adequately protect all workers, employees of all contractors, occupants of the building, and the public from possible injury.

2. Against the entrance of storm water through the building. Work as required to protect General Construction work, during and after its installation.

2.3 PROTECTIVE COVERINGS

A. The Contractor shall protect all finished work items and through which materials are handled, against any possible damage resulting from the conduct of Work by all trades.

B. All finished surfaces, including factory finished and job finished items, shall be clean and not marred upon delivery of the building to the Owner. The Contractor shall without extra compensation, refinish all such spaces where such surfaces prove to have been inadequately protected and are damaged.

C. Tight wood sheathing shall be laid under any materials that are stored on finished surfaces. Reinforced non-staining kraft building paper and plywood or planking must be laid over all types of finished floor surfaces in traffic areas and before moving any materials over these finished areas. Wheelbarrows, if used over such areas, shall have rubber-tired wheels.

D. Finished surfaces shall not be subjected to traffic, nor shall they be used for storage of material. Where some activity must take place in order to carry out the Work, adequate protection shall be provided.

E. Since the site will be occupied at all times, each Contractor shall cover and protect existing items to remain on a daily basis and shall clean construction dust and dirt from all surfaces where Work is underway, on a daily basis.

2.4 LAYOUT AND DIMENSIONAL CONTROL

A. Location: The Contractor shall be responsible for locating and laying out the Work along with all parts on the site and building and in three dimensions, in strict accordance with the Drawings, and with great accuracy in establishing and maintaining dimensional control.

2.5 FIRE PROTECTION

A. The Contractor shall provide and maintain adequate fire protection, ready for instant use, distributed around the project.

B. Make arrangement for periodical inspection by local fire protection authorities and insurance underwriters' inspections. Cooperate with said authorities and promptly carry out their recommendations.

C. Enforce the requirements that open fire will not be permitted within the building enclosure or on the site of the work.

2.6 PROJECT SECURITY

A. The Contractor, at his option, may provide a watchman for protection of his tools, work, material, and supplies at the job site. Neither the Owner nor the Engineer assumes responsibility for any losses during construction. The Owner assumes no responsibility until final completion and acceptance of the Work.

B. The Contractor shall be responsible for his Work in accordance with the terms of his liability and property insurance.

2.7 TEMPORARY IDENTIFICATION

A. All construction personnel will be required to wear I.D. badges while on site at all times. Personnel without identification badges will not be permitted on site.

2.8 TEMPORARY UTILITIES

A. Electric: Contractor is responsible to provide their own source of electricity at the site, use of battery-operated tools and/or temporary generators are required.

B. Water: Contractor is responsible to provide their own water, if required at the site.

C. Toilets: Contractor shall provide temporary portable self-contained toilets for use by construction personnel and placed at a location acceptable to the Owner.

PART 3 – EXECUTION

3.1 REMOVAL

A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Except as otherwise noted herein, remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Engineer.

3.2 DEBRIS REMOVAL

A. The Contractor shall promptly remove all rubbish, refuse and debris material of whatever nature, resulting from his and his Subcontractor's project construction operations, and dispose of them legally off site.

1. Disposal by burning is not permitted.
2. Provide chutes, conveyers, etc. as required to collect debris into containers.
3. Permit no accumulations, clean up daily if necessary.
4. Contractors shall arrange to recycle all glass, paper, cardboard, aluminum, plastic, etc.

3.3 DUST AND DIRT

A. All Work shall be conducted in such manner to produce the least disturbance and nuisance to surrounding areas. During certain construction operations and when removing debris, the Contractor shall control dust by various means during construction.

B. Site access areas and driving lanes shall be always kept clear and clean. Debris removal includes clean up of material spillage along access routes.

C. Conform to all applicable federal, state, and local codes.

END OF SECTION 01 15 00

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. System Description
B. Schedule of values.
C. Applications for payment.
D. Change procedures.
E. Defect assessment.

1.2 SYSTEM DESCRIPTION

A. LUMP SUM ITEMS AND LUMP SUM CONTRACTS

1. Items of work will be indicated on the bid schedule.

2. Payment for the items of work indicated in the bid schedule as lump sum will be at the prices stated within the bid. Payment for the work to be performed under the lump sum shall fully compensate the Contractor for furnishing all material, labor, supervision, equipment, services, overhead, profit and all else necessary and incidental to complete the work as shown on the drawings and specifications, including all incidental work necessary to provide a completed project.

B. ALLOWANCE ITEMS

1. Allowances, if applicable, will be established for specific items of work when the extent of work, or quantity and quality of the work cannot be specifically defined in the Contract Documents. Work performed under provisionary allowances shall be at the direction and authorization of the Engineer. The price stated in the bid for provisionary allowances are estimates only.

2. Use allowances only as directed by the Owner. Include related costs and reasonable Contractor margins in base bid. At project closeout, submit final allowance change order proposal, crediting Owner with unused amount, if any, of each allowance.

1.3 SCHEDULE OF VALUES

A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.

B. Submit Schedule of Values (Rev. 0) in duplicate within 15 days after date of Owner-Contractor Agreement or at the preconstruction conference (whichever comes first) which shall subdivide the work into its component items. The resulting breakdown of the contract amount shall indicate the quantities and unit cost assigned to each item of work, along with the associated labor, equipment, and material costs for each item of work. Labor costs shall also include the components outlined in the General Conditions. This breakdown may be adjusted by the Engineer if the costs indicated for any part of the work do not accurately reflect the true value. No line item of work may reflect more than 5% of the value of a lump sum item. Schedule shall reflect a minimum of 5% of the total value

of the contract for Close Out related work (providing warranties, Maintenance Bond, As-Built information, Operation & Maintenance Information, Spare Parts, Training).

C. In addition to being used as the basis for preparing progress payments, the Schedule of Values may be used as a basis for negotiations concerning additional work or credits which may arise during the construction.

D. For items of work which will be performed over a period of more than one (1) month, the cost breakdown shall be in sufficient detail of quantity and unit price so that progress payment estimates may be prepared on the basis of the amount of work performed during that period and not on percentages complete.

E. Format: Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance, O&M manuals, As-built drawings.

F. Include in each line item, number of Allowances where specified. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.

G. Include within each line item, direct proportional amount of Contractor's overhead and profit.

H. Revise schedule to list approved Change Orders, with each Application for Payment.

1.4 APPLICATIONS FOR PAYMENT

A. Submit the application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated elsewhere herein.

E. Initial Application for Payment. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor’s Construction Schedule.
4. Products List.
5. Schedule of Unit Prices.
6. Submittals Schedule.
7. List of Contractor’s staff assignments.
8. List of Contractor’s principal consultants.
9. Copies of Building Permits.
10. Initial Progress Report.
11. Certificate of Insurance and Insurance Policies.
12. Performance and Payment Bonds.

F. Final Payment Application: Submit Final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of Completion of project closeout requirements.
   2. Completion of punchlist items.
   3. Insurance Certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   4. Updated final statement, account for final changes to the Contract Sum.
   5. Transmittal of required Project Construction records to the Owner.
   6. Removal of temporary facilities, services, surplus materials, debris, etc.
   7. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
   8. AIA Document G706A, "Contractor's Affidavit of Release of Liens".
   9. AIA Documents G707, "Consent of Surety to Final Payment".
   10. Evidence that claims have been settled.
   11. Original Voucher form marked "Final Payment".
   12. Final, liquidated damages settlement statement.
   13. Prevailing Wage Rate Statement.
   14. Two (2) year 100% Maintenance Bond.
   15. All Operation and Maintenance Manuals, Warranties and Guarantees, Permit Certificate of Approval.

G. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.

H. Substantiating Data: When Engineer requires substantiating information, submit date justifying dollar amounts in question. Include the following with Application for Payment:

   1. Current construction photographs.
   2. Partial Release of Liens from major subcontractors and vendors.
   3. Record documents for review by Owner which will be returned to Contractor.
   4. Affidavits attesting to off-site stored products.
   5. Construction progress schedules, revised and current.

1.5 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.

C. Where appropriate, defective Work will be partially repaired to instructions of Engineer and Owner, and unit sum/price will be adjusted to new sum/price reduced at discretion of Owner.

D. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of required Work.

5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 01 20 00

SECTION 01 31 00 - PROGRESS MEETINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The CONTRACTOR shall attend regularly scheduled Progress Meetings held for the purpose of coordinating the execution of the work. The Engineer will preside at the Progress Meetings.

B. The proceedings of these meetings will be recorded by the Engineer, and the CONTRACTOR will be furnished with a copy of the meeting minutes.

C. During the progress meeting, the CONTRACTOR shall provide updated schedules concerning its plans for carrying out each part of the work.

D. The CONTRACTOR shall provide a list of all items which are impacting on the completion of the work (i.e. decisions required, submittal approvals required, etc.). As the work progresses, the CONTRACTOR'S actual progress rate will be compared to the scheduled progress rate.

E. The CONTRACTOR'S representatives at these meetings shall be empowered to make binding decisions regarding all matters pertaining to the work and to make definite reports as to status and anticipated progress rate.

F. There will be scheduled weekly progress meetings that the Contractor shall be required to attend. The hour and day of the week shall be determined by the Engineer. Progress meetings shall be scheduled more frequently if the Engineer decides more frequent meetings are required.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Engineer’s Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Engineer and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's and Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer/Construction manager will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow **15** days for review of each resubmittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

    a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer and Construction Manager.
4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software or electronic form acceptable to Owner, containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Engineer.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of firm or entity that prepared submittal.
    g. Names of subcontractor, manufacturer, and supplier.
    h. Category and type of submittal.
    i. Submittal purpose and description.
    j. Specification Section number and title.
    k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    l. Drawing number and detail references, as appropriate.
    m. Location(s) where product is to be installed, as appropriate.
    n. Related physical samples submitted directly.

o. Indication of full or partial submittal.
p. Transmittal number (numbered consecutively).
q. Submittal and transmittal distribution record.
r. Other necessary identification.
s. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

E. Options: Identify options requiring selection by Engineer.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's and Construction Manager's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.

a. Construction Manager will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit a copy of the submittal unless otherwise indicated. Construction Manager will return a copy.
3. Informational Submittals: Submit a copy of each submittal unless otherwise indicated. Construction Manager will not return copies.

4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. Submit Product Data before or concurrent with Samples.
5. Submit Product Data in the following format:

    a. PDF electronic file.
    b. Three (3) paper copies of Product Data unless otherwise indicated. Construction Manager will return two (2) copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm)].
3. Submit Shop Drawings in the following format:

    a. PDF electronic file.
    b. Construction Manager will return a copy.
    c. Submit a copy of each submittal. Construction Manager will return a copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three (3) sets of Samples. Construction Manager will retain two (2) Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

a. PDF electronic file.
b. Construction Manager will return a copy.

F. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements as specified.

G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017000 "Closeout Submittals."

H. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

I. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

N. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

O. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

P. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

Q. Schedule of Tests and Inspections: Comply with requirements as specified.

R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer and Construction Manager.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017000 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action. Action, as follows:

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.

C. Informational Submittals: Engineer and Construction Manager will review each submittal and will not return it or will return it if it does not comply with requirements. Engineer and Construction Manager will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 013300 "Submittal Procedures."

b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017950 "Closeout Submittals."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.

b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Close out procedures.
B. Final cleaning.
C. Protecting installed construction.
D. Project record documents.
E. Operation and maintenance data.
F. Manual for materials and finishes.
G. Product warranties and product bonds.
H. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.

B. Provide submittals to Engineer and Owner required by authorities having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. Owner will occupy all portions of building as specified herein.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean surfaces exposed to view; remove temporary labels, stains, and foreign substances.

C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

D. Clean debris from project site.

E. Clean site; sweep paved areas, rake clean areas disturbed.

F. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.5 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Prohibit traffic or storage upon constructed areas.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   2. Field changes of dimension and detail.
   3. Details not on original Contract drawings.

G. Submit documents to Engineer with claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable covers. Submit three hard copies and 1 electronic of same.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Maintenance instructions.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Certificates.
      c. Originals of warranties and bonds.

1.8 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Engineer comments. Revise content of document sets as required prior to final submission.

C. Submit two sets of revised final volumes in final form within 10 days after final inspection.

D. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

E. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

F. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

G. Additional Requirements: As specified in individual product specification sections.

H. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.9 SPARE MATERIALS AND MAINTENANCE PRODUCTS

A. Furnish spare materials, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 01 70 00

SECTION 01 79 50 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Maintenance contracts.
2. Operation and maintenance data.
3. Product warranties.
4. Project record documents.
5. Spare parts.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1. 2 OPERATION AND MAINTENANCE DATA

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.3 PRODUCT WARRANTIES

A. Submit Warranties required for specific Products or Work as specified in each individual Section.

B. Form of Submittals:
1. Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers and submit an electronic copy.
2. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
3. Table of Contents: Neatly typed, in sequence of Table of Contents of Project Manual, with each item identified with number and title of specification Section in which specified, and name of Product or Work item.
4. Separate each warranty with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

C. Preparation of Submittals:
1. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of applicable item of Work. Except for items put into use with Owner approval, leave date of beginning of time of warranty until the Date of Final Acceptance is determined.
2. Verify that documents are in proper form, contain full information, and are notarized.
3. Co-execute submittals when required.
4. Retain warranties until time specified for submittal.

D. Time of Submittals
1. For equipment or component parts of equipment put into service during construction with Contracting Officer approval, submit documents within 10 days after acceptance.
2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance.

1.4 PROJECT RECORD DOCUMENTS

A. Project Record Documents required include:
1. Marked-up copies of Contract Drawings.
2. Marked-up copies of Shop Drawings.
3. Marked-up copies of Specifications, addenda and Contract Modifications.
4. Marked-up Product Data submittals.
5. Field records for variable and concealed conditions.
6. Record information on Work that is recorded only schematically.

B. Specific record copy requirements that expand requirements of this Section are included in individual specification Sections of Division 2 through Division 16.

C. Maintenance of Documents: Store record documents in field office apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain and protect record documents from damage in a clean, dry, legible condition. Make documents available at all times for inspection by the Owner or Engineer.

D. Record Drawings:
1. During construction, maintain a set of black-line white-prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
   a. Mark these Drawings to indicate actual installation where installation varies from installation shown originally. Give particular attention to information on concealed elements which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
      1) Dimensional changes to Drawings.
      2) Revisions to details shown on Drawings.
      3) Actual equipment locations.
      8) Changes made by Contract Modification.
      9) Details not on original Contract Drawings.
   b. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
   c. Mark record sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of Work at same location.
   d. Mark important additional information which was either shown schematically or omitted from original Drawings.
   e. Note construction change directive numbers, alternate numbers, Change Order numbers and similar identification.

f. Responsibility for Markup and Supervision: Individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, is required to prepare mark-up on Record Drawings.
   1) Accurately record information in an understandable Drawing technique.
   2) Record data as soon as possible after it has been obtained. In case of concealed installations, record and check mark-up prior to concealment.
   3) Contractor Representative: Affix signature and certify accuracy of Record Drawings.

g. At time of Final Acceptance, submit record Drawings to Engineer for Owner's records. Organize into sets, bind and label sets for Owner's continued use.

E. Additional Record Submittals:

1. Refer to other specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Final Acceptance, complete additional records and place in order, properly identified and bound or filed, ready for use and reference. Submit to Engineer for Owner's records.
   a. Categories of requirements resulting in miscellaneous records and photographs include, but are not limited to the following:
      1) Field records.
      2) Surveys establishing building lines and levels.
      3) Authorized measurements utilizing unit prices or allowances.
      4) Certifications received in lieu of labels on bulk products.
      5) Qualification of tradesmen.
      6) Documented qualification of installation firms.
      7) Load and performance testing.
      8) Inspections and certifications by governing authorities.
      9) Fire resistance and flame spread test results.
      10) Final inspection and correction procedures.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01 79 50

SECTION 02 67 10 - NON-PUBLIC WATER SUPPLY WELL AND EQUIPMENT

PART 1 – GENERAL

1.01 WORK REQUIRED BY THIS SECTION

A. The work includes, production well construction (4-inch diameter and up to 100-ft deep) and development, pump installation (22 GPM at 200-ft of head), testing, disinfection, and installation of ancillary equipment (including 4" x 1.25" pitless adaptor with sanitary well cap) of a non-public water supply well at the location indicated in the Contract Documents. This work is directed at the construction of one non-public water supply production well to provide the Owner with the specified water supply. The well shall be constructed in accordance with the Contract Documents.

B. Well Design and Construction Sequences:

The work described in the Technical Specifications will be undertaken in the following steps:

1. Select screen intervals, slot size, and gravel pack gradation for production well.

2. Drill and install a water production well.

3. Develop and test pump the production well using the testing pumping equipment and appurtenances.

4. Conduct a CCTV survey of the completed production well to confirm construction details.

5. Install permanent pumping equipment and all appurtenances.

6. Conduct the chemical water testing and obtain all require permits and approvals to operate the well by providing all required documents and test results.

7. The well shall meet all applicable pertinent standards. The Contractor shall be responsible for providing the engineer with applicable compliance documents and test results.

C. Scope of Work

1. The work includes the furnishing of all labor, equipment, including permanent pump and motor, piping, materials, and appurtenances, and all else as specified, necessary for the complete and satisfactory construction, development, disinfection and testing of the proposed production and test well described in the contract documents. It shall include preparation and obtaining all permits required for this job. Payment of the fees shall be the Contractors responsibility.

1.03 SITE LOCATIONS AND LAYOUTS

A. Location: The work to be performed is as shown in the Contract Documents. The exact well locations shall be selected in the field by the Contractor and approved by the Engineer and Owner.

1.04 SITE CONDITIONS

A. Surface Conditions: All drill cuttings, drilling fluids and initial development water shall be disposed of in a lawful manner, approved by the Engineer and in accordance with appropriate regulations. The Contractor shall inspect the site and make all necessary arrangements for physical access to and from the work area.

B. Contractor's Responsibility: The Contractor shall satisfy himself regarding all local conditions affecting his work by making personal investigations and using his own knowledge and experience in the area and of well construction and testing practices.

1.05 REGULATIONS COMPLIANCE

A. Permits, Inspection and Tests: Contractor shall apply to required regulatory authorities for approval of the well construction. Copies of the drilling permit and the well completion report will be submitted to the Owner's representative.

B. Conformance with General Specifications: The work will be undertaken in accordance with AWWA (American Water Work Association) Standard for Water Wells A-100.

1.06 SUBMITTALS

Upon completion of the well, the Contractor shall furnish the following information compiled in a written report form for the Engineer's review and approval:

A. Driller's Report: During construction, the Contractor shall maintain a daily report of all activities pertinent to the work. Inspection of the reports shall be granted upon request by the Owner by their representative at the well site. The report shall give a complete description of all formations encountered, number of feet drilled, number of hours on the job, shutdowns due to breakdown, materials used, water levels measured, weather conditions and other such pertinent data as may be requested by the Owner or his representative.

B. Driller's Log: During the construction of the production well, the Contractor shall prepare and keep a complete log each, setting for the following:

1. The reference point for all depth measurements.

2. The depth at which each change of lithology occurs.

3. The thickness of each stratum.

4. The complete identification of the material of which each stratum is composed.

5. A complete description of all materials including pipe, screen, couplings, reducers, blanks, and bottom plates used in construction.

6. The depth, thickness, locations, and types of all well gravel used during construction.

7. The depth, thickness, locations, and types of all grouts used during construction.

All driller's reports and logs shall be submitted to the Owner's representative and the Department within 30 days for the completion of the work.

C. Master Well Driller Report: The Contractor shall prepare a report for review and approval by the Owner and Engineer analyzing the results of the boring, any sieve analysis, and split spoon samples and recommend a screen interval, opening size and depth, and gravel pack recommendation for the installation of the production well.

D. Administrative Data: Information pertaining to the Contractor's test pumping and equipment will be provided to the Owner on appropriate forms including data obtained during pumping tests and other testing activities.

E. Shop Drawings: Prior to the installation of any casing or screen, the Contractor shall submit to the Owner a detailed cross section of the well. The drawing shall indicate exact lengths, diameters, slot sizes, depths and other dimensions of the casing, screen, adapters, riser pipe, grout and all other appurtenances pertaining to the well.

F. Sampling Coordination: The Contractor shall be responsible for coordinating all sample collections with a state-certified laboratory.

G. Water Samples and Analysis: The Contractor shall be responsible for coordinating, collecting and completing the appropriate sampling requirements.

1. Samples to be obtained and analyzed during testing of the producing well:

a. Group A: turbidity (NTU) and total suspended and settable solids.

b. Group B: Total coliform (membrane filter), total plate count and chlorine residual.

c. Group C: pH, eH (redox potential), specific conductance, temperature, M.O. and P alkalinity (CaCO3), free carbon dioxide, hydrogen sulfide, and turbidity.

d. Group D: chloride, fluoride, total hardness, total iron, nitrate nitrogen, manganese, sodium, total dissolved solids, arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, copper, zinc, carbonate, bicarbonate, magnesium, sulfate, calcium, color, foaming agents, odor, Langelier Index, silica, potassium, volatile organic compounds EPA Method 624, radio nuclides including Gross Alpha, Beta, Radium 226 and Radium 228 EPA Method 60014-75-008, radon EPA Method 600-75-012 and all other compounds regulated under Phase I, Phase II and Phase V amendments to the Safe Drinking Water Act (including PFAS as listed in N.J.A.C. 7:10).

All sample analysis shall be performed by a NJ licensed. certified laboratory having all State and/or Federal approvals necessary under the Safe Drilling Water Act for the constituents requested. A laboratory representative shall collect the samples in Group C and D. The Contractor can collect the samples in Groups A and B using bottles and sample preservation techniques provided by the laboratory. The chlorine residual will be determined by the Contractor in the field at the time the Group B samples are collected using an approved field test kit capable of detecting chlorine residual to 0.1 mg/1. The analysis of samples in Group C shall be performed in the field by a laboratory representative as soon as possible after they are collected.

1.07 SITE RELATIONS AND CONDITIONS

A. Time and Notice of All Work and Tests: The Contractor shall notify the Owner 48 hours prior to all work and tests called for in these specifications, including the start of drilling and the start of pumping tests.

B. Cleaning Up: Contractor will be required to fully clean his entire working area. Any damage done to pavement, curbs, lawns, plantings, etc. by the Contractor, shall be corrected at the Contractor's expense. Clean up and repairs will only be considered acceptable if approved by the Owner's representative.

C. Competent Workmen: The Contractor shall employ only competent workmen for the execution of this work and all such work shall be performed under the direct supervision of an experienced and Master Well Driller licensed in State of New Jersey and satisfactory to the Owner's representative. All electrical work shall be performed under the direct supervision of an experienced electrician licensed in State of New Jersey and satisfactory to the Owner's representative.

1.08 WATER PRODUCTION GUARANTEES

A. The well and pumping equipment shall have a capacity of 22 gpm. The water at such rate shall be free of sand, abrasives, turbidity, or color. The pumping equipment and controls that can deliver a minimum of 22 gpm.

B. The Contractor shall guarantee the water production from the well to be no less than that specified for the maintenance bond period in the contract documents.

C. Within the maintenance bond period specify in the contract should the production of the well become less than the amount developed and paid for under actual services conditions or if sand in substantial quantities is drawn through the gravel filter, the Contractor shall at its own expense make such changes as he may deem necessary to restore the well to its guaranteed yield without drawing sand in substantial quantity through the gravel filter.

D. The Contractor shall furnish the services of manufacturer's representatives who shall instruct the Contractor's personnel in the proper installation of the equipment and who shall adjust and calibrate the equipment, place in satisfactory and trouble-free operation, and instruct the Owner's operating personnel in the proper operation, care and maintenance of all equipment. The services of manufacturer's representatives shall be furnished by the Contractor at such times and for such lengths of time as required, at no additional expense to the Owner.

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General Statement: All materials and equipment furnished as part of the work required herein shall be new and of acceptable quality and free from defects. Disposal of any materials related to construction shall be coordinated and paid for by the contractor.

2.02 DRILLING FLUID

A. Water Source: Only potable water from a source approved by the Owner will be used during construction.

B. Approval of Drilling Fluid: The drilling fluids program shall be agreed to by the Contractor and the Owner prior to use. Selection and use of the drilling fluid materials shall be a part of this agreement. The Contractor shall be responsible for maintaining the quality of the drilling fluid to assure:

1. The protection of water bearing and potential water bearing formations exposed in the borehole.

2. That good representative samples of the formation materials and obtained.

3. That water is free of bacteria and other contaminates is obtained from the finished well.

2.03 WELL CASINGS

A. Nominal Diameter: All well casings shall be new. It shall be made of high-quality 4-inch diameter PVC (Schedule 40) compound which conforms to ASTM F480 and be NSF certified for potable drinking water.

2.04 PVC WELL SCREENS

A. Production Well Screen Dimensions and Construction Details: The contractor shall furnish and install a PVC well screen. Final screen size shall be provided by the Contractor as a shop drawing for review and approval.

2.05 FITTINGS AND ACCESSORIES

A. Connections: Pipe and screen shall be connected and provide a strong sand and watertight seal.

B. End Plates: The bottom of the well screens shall be fitted with sand tight end plates.

C. Temporary Well Cap: Shall be tight threaded or otherwise fastened to be “vandal proof”.

D. Centralizers: Centralizers shall be installed on the well screen and the riser pipe at 25-foot intervals from the bottom of the well screen to the top of the riser pipe, in the production well.

E. Pitless Adaptor and Sanitary Well Cap: Shall be 4-inch by 1.25-inch pitless adaptor with sanitary well cap. Adaptor and cap shall be compatible material with the well and provide for a tight sanitary connection.

2.06 GRAVEL PACK

A. Type of Material: The filter gravel in the production well shall consist of material that is composed of sound, durable, subrounded to rounded rock and mineral fragments. The particles shall consist mainly of quartz and/or quartzite and shall contain no limestone or other calcareous material, such as shell fragments and no organic material, such as wood fragments or lignite. The gravel shall be purchased from a commercial supplier who shall certify that the material is suitable for use in potable water wells and in compliance with all AWWA C-654 disinfection requirements.

B. Size of Material: The gravel pack material shall be graded and sized to be suitable and compatible with the formation present and screen slot size (s) selected. The material shall meet industry standards for sorting and size distribution within the stated range.

C. Storage of Materials: The gravel pack material shall be delivered to the site in bags or in bulk. It shall be placed on 6 mil. plastic sheeting at a raised location so as not to be subjected to any type of surface run-off. The material shall be kept clean and dry at all times.

2.07 GROUT

A. Cement Grout: Neat cement grout in the production well consisting of a mixture of Portland cement ASTM C-150 Type 2 or Type 3, and water with not more than 6 gallons of clean water per bag of cement shall be used.

B. Special Mixtures: The use of special cement or other admixtures (ASTM C-494) to reduce permeability, increase fluidity and/or control time of set and the composition of the resultant's slurry must be submitted to the Owner's representative for review and approval.

2.09 PUMP, MOTOR, AND EQUIPMENT

A. SCOPE

1. The Contractor shall provide all labor, materials and equipment required to furnish, install, test, place into satisfactory operation and guarantee pumps as shown on the Contract Drawings or described herein.

2. The Contractor shall furnish, install, test and guarantee the submersible centrifugal well pump. The Contractor shall coordinate, schedule, and perform all testing and inspections of pumping equipment and schedule such with the Owner. The services of a qualified representative of the pump manufacturer shall be provided for all installation inspections, startup testing and instruction of Owner's personnel.

3. Any necessary components required to connect the pump and motor, such as the shaft, shall be provided and installed by the Contractor such that a complete and operational system is provided and performs within the specified conditions. All equipment shall be installed plumb and in accordance with the manufacturer's recommendations.

4. The pump shall be designed and furnished to conform to the Hydraulic Institute and shall comply with all local and state sanitary and safety regulations.

B. QUALITY ASSURANCE

1. Each piece of equipment furnished and installed under this section shall be supplied by a manufacturer having valid field experience with no less than ten similar systems in which he has furnished and assumed responsibility for similar pumps and motors.

2. The bidder must submit with the bid the name of the Manufacturer's Authorized Pump Repair Facility they intend to use. The bidder must submit the name of the Manufacturer's Authorized Motor Repair Facility they intend to use.

3. Certified copies of all pump and motor test curves and reports shall be submitted for approval prior to shipment of the products.

C. SUBMITTALS

1. Shop Drawings

   a. Final installation drawings showing all dimensions, including the following:
      - Suction intake bottom elevation.
      - Bowl assembly length and number of stages.
      - Impeller diameter
      - Pump bowl inlet bell elevation.
      - Bowl diameter.
      - Discharge head dimensions.

   b. Complete parts list and materials of construction.
   c. Line shaft diameter and bearing spans.
   d. Column pipe diameter and thickness.
   e. Pump performance curves, showing head-capacity relationship, brake horsepower, efficiency, NPSH requirements, and pump speed. The curves shall be complete for the entire range of operation from shutoff to minimum head conditions.
   f. Motor data including manufacturer, make and model number, insulation and enclosure type, dimensioned drawings and material of construction.
   g. Thrust-bearing type, rating, and L-10 life under design operating conditions.
   i. All other data necessary to demonstrate compliance with the Specifications.

2. Operation and Maintenance Manuals

   Prior to delivery, the Contractor shall furnish Operation and Maintenance literature for all pumps, including approved shop drawings, instruction manuals, test reports, maintenance data, repair parts list, schedules, description of operation, wiring diagrams for all pumps and motors and spare parts information.

3. Motor & variable frequency drive data to be submitted shall include:

   a. Manufacturer, make, HP and model number

b. Insulation and enclosure type
c. Dimensioned drawings
d. Materials of construction

D. MATERIAL

1. General Description

a. Complete certified performance curves and dimensional data shall be submitted for approval prior to ordering equipment. This information shall be submitted within two weeks from the date of execution of this Contract. Pump and related equipment shall be sized to suit available subsurface water conditions. The well pump shall comply with AWWA Standard E101-88, or latest revision.

2. Operating Characteristics

a. Stainless Steel Variable-Speed Submersible well pump.
   i. Make/Model: Grundfos 22SQE10-190 Stainless Steel
   ii. Nominal Pump Size: 3-Inch
   iii. Pump Capacity: 22 GPM
   iv. Total Dynamic Head: 200-ft
   v. No. of Stages: 5
   vi. Pump Outlet: 1.5” NPT
b. Variable speed controller and transducer
   i. Make/Model: Grundfos CU 302 Controller & Transducer Constant Pressure Kit
c. Inline Pressure Tank
   i. Make/Model: Flexcon PJR15 Jet-Rite 2 Inline Pressure Tank
   ii. Volume: 4.8 Gallons
   iii. Wall Mounted with Stainless Steel Manifold and Controls
d. Acid Neutralizer Tank w/ Dome Hole
   i. Diameter: 12-Inches
   ii. Height: 52-Inches
   iii. Media Volume: 2.0 Cubic Feet
   iv. Appropriate media for pH adjustment (calcite or magnesium oxide)
   v. Hydrotech 89 Series Control Valve
e. On-Demand Water Softener
   i. Diameter: 12-Inches
   ii. Media Volume: 2 cubic feet
   iii. Appropriate media for softening (crosslink resin)
   iv. Hydrotech 89 Series Control Valve

PART 3 – EXECUTION

3.01 SITE PREPARATION AND SET UP

A. Construction Scheduling: The Contractor shall be prepared to complete all of the work on a continuous basis and in an expeditious manner. When setting casing and screen, it is expected that these operations will be undertaken using crews around the clock.

B. Fences: All mud pits shall be enclosed at all times by a temporary fence supplied by the Contractor. The Contractor may enclose the entire site with a fence to limit access when he is not present on the site.

C. Erosion and Sedimentation Controls: All required erosion and sedimentation controls, as required by the "Standard Specifications", shall be in place prior to the start of drilling.

D. The bid price shall include arrangements for water management and discharge during testing and removal and offsite disposal of all material generated during well construction.

3.03 DRILL HOLE

A. When all work has been completed with reference to the pilot hole, the hole shall then be reamed by the straight circulation process to a sufficient diameter to accommodate the outer casting diameter and cement grout. The bore hole shall be plumb and straight. Deflection limits shall not exceed the following:

Depth (Ft)	Allowable Deviation (Ft)
100	0.9
200	1.7
300	2.6
400	3.5
500	4.4

3.04 PRODUCTION WELL CONSTRUCTION

A. Unless otherwise indicated on the Contract Drawings, the well shall be provided with surface casing, outer casing and inner casing and screen. The exact depth will be determined by field conditions.

B. Method of Drilling:

1. Drilling method for the production well shall be selected by the Contractor to complete the proposed pilot hole and the proposed reaming of the pilot hole to accept the outer casing as shown on the contract documents. The drilling fluid shall be maintained at such weight and viscosity to carry the cuttings out of the hole and to prevent caving within the drilled hole. The reverse rotary drilling method shall be utilized to ream the formation area to accept the well screen and gravel pack.

2. Once the outer casing is set and grouted in place, the Contractor will pump the drilling fluid out of the mud pits completely and flush out the outer casing with clear water, from the bottom up, until all the drilling mud is removed from the casing.

3. The used drilling fluid and the drilling mud/debris removed, as a result of the well construction, must be collected by the contractor and removed/disposed of offsite in accordance with local, state, and federal regulations.

C. Selection of Screen Dimensions:

1. Screen slot size, configuration, setting and gravel pack size will be selected by the Contractor and approved by the owner's representative based on all previous work and the intent of these specifications. The Contractor shall check the driller's logs, geophysical logs, and sieve analysis to reach a final decision concerning screen slot size and placement.

D. Drilling to Set Screen and Casing: The drilled hole shall have a minimum diameter indicated on the drawing from ground surface to a full depth of well. Once the outer casing has been installed and grouted in place, the drilled hole for the screen area shall have a nominal diameter as shown on plans.

E. Installation of Casing and Screen: The screen and riser pipe shall be installed in the drilled hole through the outer casing and then gravel packed. The gravel pack shall be installed as shown on the drawings. Centralizers shall be installed on the screen and riser pipe at 25-foot intervals from the bottom of the screen to the top of the riser pipe.

F. Alignment and Plumbness Test: The casing shall be set round, plumb, and true to alignment. The tests for alignment in the outer casing shall be made to ensure the casing is installed appropriately prior to the installation of grout.

Alignment shall be tested by lowering into the well a section of 2-inch diameter or larger pipe which is 10 feet long with guides on each end and in the middle. The outer diameter of the guides shall not be more than ½-inch smaller than the diameter of that part of the casing being tested. The guides shall be a minimum of 1.0 feet long.

G. Plumbness Test: The test for plumbness shall be made by the Contractor with a plummet suspended from a tripod on the drill rig. The plummet shall be approximately ½-inch smaller in diameter than the inside diameter of the well casing being tested. This test will be performed using AWWA standards.

H. Results of P/A Tests: Should the alignment dummy or the plummet fail to move freely throughout the entire length of the casing being tested or should the well vary from the vertical in excess of 1/3 the smallest inside diameter of that part of the well being tested per 100 feet in depth, the plumbness and/or alignment of the well shall be corrected by the Contractor at his own expense. Should the Contractor fail to correct the faulty plumbness and alignment, the Owner's Representative may refuse to accept the well and require that another well be constructed at another location on the property. The inside and outside of the existing casing or borehole, if the casing is removed, would then be properly filled and sealed at the Contractor's expense. The Department's Representative may waive the requirements for plumbness and alignment if, in his judgement, the defect is due to circumstances beyond the Contractor's control and/or the utility of the completed well will not be materially affected.

I. Installation of Grout: The annular space between the drilled hole and the outer casing shall be sealed by pressure grouting from the bottom of the outer casing to ground level. This may be accomplished by the use of a Tremie pipe set to the bottom of the outer casing or by some other method recommended by the Contractor and approved by the Owner.

J. Installation of Gravel Pack: After the riser pipe and well screen are securely positioned in the well, the Contractor shall furnish and install a gravel pack between the screen and the

borehole. The gravel pack shall be composed of graded gravel having a hard, clean, smooth surface. The size of the gravel shall be selected in accordance with the character of the water-bearing formations and the design of the well screen. The Owner shall be notified of the size and composition of the gravel pack interval prior to its installation. The gravel pack materials shall be delivered in bulk or in bags and stored on a surface covered with a clean material and shall be covered in a manner to prevent any contamination. The contractor shall be responsible for ensuring that the gravel pack material is adequately disinfected during installation.

The gravel pack shall be placed adjacent to the screen using the Tremie Pipe Method, so that the entire open space between the screen and the borehole is uniformly filled with gravel from the bottom of the well to a point no less than 50 feet below grade and no greater than 10 feet above the top of screen for a screen length less than 20 feet (or less than 50% of the screen length if longer than 20 feet). The borehole shall be continually flushed with clean water to remove drilling sediments and natural clays, prior to and during gravel packing.

K. Well Efficiency: Well efficiency shall be determined by two methods: 1). Step Test Analysis using the Bruin and Hudson method of calculating drawdown from formation loss (non-turbulent flow) and well loss (turbulent flow), and 2). Distance drawdown projection of the pumping level from two observation wells back to the pumping level in the well. In either case, if 20% or less of the calculated drawdown is from well loss (Bruin and Hudson method) or the percent difference from the projected drawdown level compared to actual well drawdown is less than 20%, the well is considered to have passed the minimum well efficiency criteria.

L. Development Methods: A method of development will be used to remove the fine material in the vicinity of the well screen, increase the material porosity of the undisturbed formation and remove the mud cake and drilling fluid from the borehole and to clean the borehole and casing of drilling fluid, fine sediments, foreign material and to properly settle the gravel pack around the well screen. This is to be accomplished with a method of development which will cause a reversal of flow through the well screen combined with pumping to remove color and fine materials and may include, but is not limited to, mechanical surging, air surging or a combination of high velocity jetting and pumping. Development by the above-described methods must be done prior to the installation of a test pump. Well development shall continue until the well reaches its maximum specific capacity and is sand free.

M. Development Aids: Chemical and other development aids used in combination with the start/stop surging of the well to improve the efficiency of the well and to assist in its development may be permitted to assist in its development may be permitted subject to the approval of the Owner. Any use of a chemical development aid shall be undertaken with extreme caution. Concentrated discharge from the well shall be disposed of in a safe and proper manner.

N. Additional Development: Development shall be sufficient to provide a minimum acceptable efficiency for the well. The contractor may continue to develop the well until the well reaches the minimum requirement. All additional development and retesting necessary to meet the Acceptance Standards will be at the per hour rate in the price adjustment section of the proposal sheet.

O. Test Pumping: The well shall be pumped to determine aquifer characteristics, well efficiency and to collect representative water samples from the aquifer. Testing shall be accomplished as follows:

1. Notification: The Contractor shall notify the Owner one week prior to testing in order for the Owner to coordinate operation of nearby wells during background, testing and recovery. The Contractor shall submit test plans, detailing the procedures to the Engineer, one week prior to start of the background monitoring for review and approval in the form of shop drawings.

2. Scope: The pumping test for the newly installed production well will consist of the following: a 5-step step drawdown test (approximately 5 hours in duration), 72-hour background water level data collection period, a minimum 4-hour constant rate pump test without interruption, and a 72-hour monitored recovery period (or to 90% recovery of static groundwater level). The tests shall be conducted as per guidelines in NJGWS TR 12-2.

3. General Equipment: The Contractor shall furnish all labor, tools, pumps, piping, electric cable, controls, generators, flow measuring devices and other appurtenances necessary to carry out the test pumping as required by these specifications. The test pump shall be sized to pump a minimum of 120% of the desired yields listed under section 1.01 and shall conform to NJGWS TR 12-2. The Contractor shall furnish the necessary pumping equipment and measuring instruments for the pump including but not limited to automatic digital recording flow measuring device and automatic data recorder, in accordance with the Engineer's approved stepped rates with throttling control satisfactory to the Owner, measure the discharge rate in a manner satisfactory to the Owner's Representative and to make arrangements to carry the pumped water to an acceptable discharge point as directed by the Owner. The pump intake shall be adjusted as required depending on tests conducted during development. The pumping unit shall be complete with an ample power source, controls and appurtenances and shall be capable of operation without interruption.

1. Water-Level Measurement: A clearly marked convenient reference point shall be established at the top of a water-level measuring pipe which the Contractor shall insert in the pumped well along with the test pump. The Contractor will utilize pressure transducer to record the water levels in all wells (pumping and observation).

   Water level measurements will be collected by the automatic data recorder at 30 second intervals throughout all portions of the testing program: step testing, background, 72-hour constant rate pump test, and recovery period.

   Manual water checks of the well must be maintained in the first 5 minutes of each test, once every 10 minutes from elapsed time of 5 to 60 minutes into the test, the hourly until the end of each test. Manual water level checks must be compared to water level data collected by the data recorders to verify, in the field, the accuracy of the instruments.

2. Sampling Point: The Contractor shall furnish a 1-1/4-inch FPT opening in the discharge pipe before the beginning of the orifice pipe for the installation of sampling equipment.

3. Step Test: A five-hour step drawdown test will be completed in the presence of the Engineer. The well will be pumped at five (5) different rates (5, 10, 15, 20 and 25 gallons per minute [gpm]), each step of 60-minute duration. The Contractor shall provide a test pump capable of providing a range of pumping from 5 to 25 gpm.

   Background Monitoring: Following the conclusion of the step test, static monitoring of water levels as per NJGWS TM 12-2. The minimum background period will be 72 hours. During this period, 20 minute or greater frequency of monitoring water level and barometric pressure must be maintained at the site using automated data logging equipment. In addition, on-site rainfall data on rainfall data from the nearest available weather station must be obtained.

4. 4-Hour Constant Well Testing

   a. The Contractor shall furnish and install suitable test pumps, valves, piping gauges and measuring equipment to accurately measure the draw down and test pump the new well for a minimum of 4 hours of continuous operation. The test pump shall be sized to pump a minimum of 120% of the desired yields listed in paragraph 1.01 and shall conform to NJGWS TR 12-2.

   b. The Contractor shall arrange for the safe transfer and disposal of all water during the test operations as to cause no damage or nuisance to property, public or private, or to persons. Discharge pipe shall be of an adequate diameter and length to transmit water from the test site to the discharge point determined by the Contractor. The discharge pipe shall be in good condition and shall have no major leaks. The Contractor shall provide energy dissipaters at the outlet end to prevent soil erosion.

   c. The purpose of the 4-hour pump test is to accurately determine the capacity, draw down and other additional operational characteristics of the well so that the permanent pumping equipment may be properly detailed.

   d. Sound Emanation: During pump testing, the Contractor shall provide temporary enclosures and auxiliary equipment to abate sound emanations to a level of 50 decibels at the property lines.

   e. The Contractor shall submit 4-hour pump test plans, detailing the procedures to the Engineer five days prior to start of the background monitoring for review and approval in the form of shop drawings. The pumping test for the newly installed production wells will consist of a 5-rate step draw down test, background water level data collection period, and a minimum 4-hour pump test without interruption with 90% recovery. The test shall be conducted as per guidelines in NJGWS TM 12-2 and such that there are ten water level readings in each log cycle of time. The background monitoring period shall be a minimum of 72-hours, as detailed

in NJGWS TM 12-2. During the test operation, a stop of not more than ten (10) minutes at any one period and not more frequently than once for every six (6) hour period will be permitted, if necessary, for the adjustment of equipment.

f. Continuous electronic recording devices or other mechanical methods of measurement may be necessary at critical observation wells the free discharging orifice, and to record barometric pressure. Priority should be given to those wells expected to experience significant early time draw down.

g. The discharge rate of the test pump will be measured by a suitable device approved by the Engineer, but at a minimum shall include a free discharging orifice with pressure recorded by electronic transducer. Manual flow measurements will be required in accordance with NJDEP standards, which are to be recorded at a minimum of 10-minute intervals between the first hour and at thirty (30) minute intervals between measurements of flow and discharge pressure, thereafter. Refer to NJGWS TM 12-2. Schedule of water-level measurements in wells during an aquifer test for the level of measurements to be recorded by the Contractor during the well test.

h. All test results must be recorded by the Contractor. Copies to be submitted to the Engineer in form of Shop Drawings.

i. After the test is completed and immediately after shutting down the pump, a recovery test shall be performed. Readings shall be recorded for a four (4) hour period minimum and/or ninety (90) percent recovery has been achieved, whichever is longer. All level measurements obtained shall satisfy the monitoring requirements of the NJGWS TM 12-2.

j. The results of both the pumping test and recovery tests data and the formation transmissivity determined. The Contractor shall furnish a report for the Engineer in triplicate all pumping data and calculations of the formation transmissivity.

k. No variation in flow greater than 10 percent shall be allowed. Water level monitoring must be obtained as per NJGWS TM-12-2 in logarithmic manor with a minimum 30-minute data collection through the end of the test. Monitoring of the orifice shall be through both manual observation and through use of pressure recording device. Barometric pressure measurements must also be maintained. Manual water checks of all wells must be maintained in the first 5 minutes of the test, once every 10 minutes from elapsed time of 5 to 60 minutes into the test, the hourly until the end of the test. Manual water level checks must be compared to water level data collected by the data recorders to verify, in the field, the accuracy of the instruments.

l. Collection of Observation Well Water-Level Data: Water-level measurements shall be obtained in the existing Well, which shall be used

as an observation well for this test by the Contractor. Contractor shall install an automated datalogger in the existing Well to collect background, testing and recovery data. Contractor is required to evaluate the condition of the Well with respect to the ability to install a 1" diameter datalogger and cable lead. If sufficient space is not available, Contractor is required to lift pump, install a stilling tube z, and lower pump with installed logger. Contractor shall coordinate with the Owner to schedule and perform this work.

m. Frequency of Water-Level Data Collection: Water-level measurements shall be obtained in the pumped well and the test/observation by the Contractor who shall obtain the observations during nighttime hours. Measurements of water level during the pumping and recovery periods shall be made as follows:

0 - 10 minutes --------- every minute
10 - 60 minutes --------- every 5 minutes
60 - 120 minutes --------- every 10 minutes
120 - 600 minutes --------- every 30 minutes
600 – 1,440 minutes ------- every 120 minutes

n. Engine or Pump Failure: During the initial step test and during the constant rate 72-hour test, failure of pump operation during the first 150 minutes of pumping or for more than 15 minutes at any time, thereafter, shall require suspension of the test until the water level in the pumped well has recovered to its original level. The time of the restart of the test shall be approved by the Owner and shall take into account staff scheduling and water sampling. The Owner's Representative shall be the sole judge as to whether recovery has been completed and when the pump shall be restarted.

Pumping test must be restarted if the well pump fails for more than 1% of the running time prior to the shut-down up to a maximum of 10 minutes.

o. Discharge Water: Water discharged during the pumping test shall be directed to the storm drain or a discharge structure installed by the Contractor. The contractor shall include in the bid the cost for the water discharge arrangements including but not limited to adequate piping, frac tank or other approved means of sediment discharge control, trap rock, discharge soil erosion protection, etc. The proposed discharge system layout, materials, supports, etc. shall be submitted in form of shop drawings for the engineer's review and approval prior to construction. The Contractor shall be responsible for correcting, at his own expense, any damage caused by the discharge water to the satisfaction of the Owner.

p. Recovery: After the test is completed and immediately after shutting down the pump, a recovery test shall be performed. Readings shall be recorded for a twenty-four (24) hour period minimum and/or ninety (90) percent recovery has been achieved, whichever is longer. All level measurements

obtained shall satisfy the monitoring requirements of the NJGWS TM 12-2.

q. Test Results and Analysis: All test results (water levels and pumping rates) must be recorded by the Contractor. Digital copies must be submitted to the Engineer and Owner as Excel files. The Contractor will carry out well efficiency calculations and establish hydraulic conductivity and storage coefficients based on the data collected. The Contractor shall furnish the Engineer a report in form of a shop drawing including but not limited to the following:
   - Test pump capacity and head characteristics.
   - Static water levels.
   - Depth of test pump setting
   - Time of starting and ending each test cycle.
   - Log of all recordings
   - Pumping rate.
   - Pumping water levels.
   - Any other calculations that may be necessary.

r. Water Sampling Arrangements: Water samples will be collected during the long-term pumping test as follows:

- Group A: Two samples: one during the first 5 minutes of pumping and one during the last 30 minutes of the pumping test.
- Group B: Two samples: one during each of the last 3 hours of the pumping test.
- Group C: One sample during the last 30 minutes of the pumping test with the analysis conducted in the field at the time of sampling.
- Group D: One sample during the last 30 minutes of the pumping test for the transport to the laboratory for analysis.

P. Disinfection of the Well: The Contractor shall furnish all labor, materials, transportation, tools, supplies, plant, equipment, and appurtenances necessary for the satisfactory disinfection of the wells. Disinfection of the wells shall be as provided by AWWA C-654 and NJAC 7:10-12.11. The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 50 PPM of chlorine shall be prepared and applied in accordance with the directions of, and to the satisfaction of, the owner and shall remain in the well for a period of at least 12 hours. After that required disinfection period and with the approval of the Owner's Representative, the chlorinated water from the well shall be pumped to a discharge location as approved by the Owner's Representative. The well shall also be disinfected at various times during the Work as deemed necessary by the Contractor. Water pumped from the well after disinfection shall be dechlorinated, in accordance with the State of New Jersey Department of the Environment regulations, before it is discharged into the storm drainage system.

Q. Color TV Survey of the Completed Production Well: At the conclusion of testing and prior to capping the production well, the Contractor will conduct a CCTV survey of the well to confirm construction details and dimensions.

The Contractor is responsible to take whatever steps are necessary to clear the water in the well, so a clear CCTV picture is obtainable. The Contractor will provide the Owner with a digital copy of the video survey.

R. Well Capping: Whenever the well is left unattended a temporary well cap or drill tool with suitable plates will be placed on the well to prevent entry. Upon completion the well shall be capped with a lockable device to prevent unauthorized entry. The device shall be fabricated so that it can be unlocked relatively quickly and will not interfere with the measurement of water levels in the well.

S. Well Abandonment: If the Contractor deems it necessary, or if instructed by the Engineer, Owner, or Department's Representative that the drilled hole or a partially constructed well must be abandoned, it shall be done at the Contractor's expense in a manner compatible with regulations of the State of New Jersey.

The two existing test wells shown on plans must be located, abandoned, and permanently sealed in accordance with State Regulations upon removal of the pumping equipment. The two existing test wells (one at each site) shall be abandoned under this contract.

3.05 ACCEPTANCE STANDARD REQUIREMENTS

A. General Statement: In order that the Owner is provided with a sand and silt free, bacteria free, turbidity free and efficient well, certain minimum standards must be met before the well is accepted. The Contractor shall meet these standards within his base bid price, or failing to do so, shall receive no payment for his Work. The Owner's Representative, with the consent of the Owner may waive the acceptance level of a certain standard if it is determined by the Owner that the failure to meet the standard was beyond the Contractor's control and/or will not materially affect the long-term use of the completed well.

B. Minimum Acceptance Standards:

1. Sand and Silt content: Each Group A water sample shall have a concentration of less than 3.0 mg/1 total suspended and settleable solids.

2. Turbidity: Each Group A water sample shall have a turbidity concentration of 5.0 NTU or less. The result must be obtained within 5 minutes of starting the pump and thereafter while pumping.

3. Chlorine Residual: The Chlorine residual shall be less than 0.1 mg/1 when determined in the field at the time of all bacteria-logical sampling.

4. Bacteria: Each Group B sample shall have no indication of residual chlorine and will have no (0) coliform organisms per 100 ml of sample using the membrane filter method of analysis. In addition, the total plate count analysis of each Group B sample shall indicate that bacteria organisms are equal to or less than two (2) organisms per 100 ml of sample.

5. Well Certifications: The Contractor shall complete all necessary well certification forms required to be submitted by the NJDEP and provide copies to the Engineer. The Contractor will have the well reclassified for public community supply by

obtaining the modified Well Record and revising the Well Permit if required by NJDEP. The Contractor shall hire and pay for the services of a New Jersey Licensed Professional Land Surveyor to survey the locations of the production wells and the observation wells using New Jersey State Plane Coordinates for the horizontal control and National Geodetic Vertical Datum for vertical control.

END OF SECTION 02 67 10

SECTION 03 30 01 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete for the following:
   1. Pavement.
   2. Drainage Structures.
   3. Slabs on grade.
   4. Control, expansion and contraction joint devices.
   5. Light pole base.
   6. Thrust blocks.
   7. Manholes.

B. Related Sections:
   1. Section 31 13 13 - Concrete Paving

C. Concrete - Slab-on-fill or grade:
   1. Basis of Measurement: Lump Sum
   2. Basis of Payment: Includes concrete, placement accessories, consolidating and leveling, troweling, curing.

D. Concrete - Vertical in Forms:
   1. Basis of Measurement: Lump Sum
   2. Basis of Payment: Includes concrete, placement accessories, consolidating, curing.

E. Concrete - Miscellaneous Locations:
   1. Basis of Measurement: Lump Sum
   2. Basis of Payment: Includes concrete, placement accessories, consolidating and leveling, troweling, curing.

F. Concrete - Grouting:
   1. Basis of Measurement: Lump Sum
   2. Basis of Payment: Includes preparation of substrate, grout, placement, consolidating, troweling, curing.

G. Devices: Control and Expansion.
   1. Basis of Measurement: Lump Sum
   2. Basis of Payment: Includes component, placement with accessories.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 305 - Hot Weather Concreting.
   3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
   4. ACI 308.1 - Standard Specification for Curing Concrete.
   5. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:

1. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
2. ASTM C33 - Standard Specification for Concrete Aggregates.
3. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
4. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
5. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
6. ASTM C150 - Standard Specification for Portland Cement.
7. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
8. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
9. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
10. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
11. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
12. .
13. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
14. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
15. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
16. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
17. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
18. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

1.3 PERFORMANCE REQUIREMENTS – NOT USED

1.4 SUBMITTALS

A. Product Data: Submit data on joint devices, attachment accessories, and admixtures.

B. Design Data:
   1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
      a. Hot and cold weather concrete work.
      b. Air entrained concrete work.
   2. Identify mix ingredients and proportions, including admixtures.
   3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.

B. Conform to ACI 305 when concreting during hot weather.

C. Conform to ACI 306.1 when concreting during cold weather.

D. Acquire cement and aggregate from one source for Work.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.

1.9 COORDINATION

A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I or Type II Portland

OR

B. Normal Weight Aggregates: ASTM C33
   1. Coarse Aggregate Maximum Size: 3inches

C. Water: ACI 318; potable

2.3 ADMIXTURES

A. Manufacturers:
   1. BASF Corporation-Construction Systems
   2. Cortec Corporation
   3. Euclid Chemical Company (The); an RPM company
   4. General Resource Technology
   5. Grace Construction Products; W.R. Grace & Co.--Conn.
   6. Green Umbrella
   7. Sika Corporation

B. Air Entrainment: ASTM C260.

C. Chemical: ASTM C494/C494M.
   1. Type A - Water Reducing.
   2. Type B - Retarding.
   3. Type C - Accelerating.

4. Type D - Water Reducing and Retarding.
5. Type E - Water Reducing and Accelerating.
6. Type F - Water Reducing, High Range.
7. Type G - Water Reducing, High Range and Retarding.

D. Fly Ash ASTM C618.

E. Silica Fume: ASTM C1240.

F. Plasticizing: ASTM C1017/C1017M

2.4 ACCESSORIES – NOT USED

2.5 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler ASTM D1751 or ASTM D994; Asphalt impregnated fiberboard

2.6 CONCRETE MIX

A. Select proportions for concrete in accordance with ACI 318 or field experience.

B. All concrete shall have a minimum compressive strength of 4,000 psi at 28 days, a maximum water/cement ratio of 0.45 and shall have 6% entrained air.

C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Engineer.
1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
2. Do not use calcium chloride or admixtures containing calcium chloride.

D. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94.

E. Site Mixed Concrete: Mix concrete in accordance with ACI 318.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify requirements for concrete cover over reinforcement.

B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.

B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

C. Remove debris and ice from formwork, reinforcement, and concrete substrates.

D. Remove water from areas receiving concrete before concrete is placed.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 301

B. Notify testing laboratory minimum 24 hours prior to commencement of operations.

C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and are not disturbed during concrete placement.

D. Separate slabs on grade from vertical surfaces with 1/2-inch inch thick joint filler.

E. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface.

F. Deposit concrete at final position. Prevent segregation of mix.

G. Place concrete in continuous operation for each panel or section determined by predetermined joints.

H. Consolidate concrete.

I. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

J. Place concrete continuously between predetermined expansion, control, and construction joints.

K. Do not interrupt successive placement; do not permit cold joints to occur.

3.4 CURING AND PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   1. Protect concrete footings from freezing for minimum 5 days.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. Cure floor surfaces in accordance with ACI 301

D. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days

E. Spraying: Spray water over floor slab areas and maintain wet for 7days.

3.5 FIELD QUALITY CONTROL

A. Perform field inspection and testing in accordance with ACI 318

B. Provide free access to Work and cooperate with appointed firm.

C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.

D. Concrete Inspections:
   1. Continuous Placement Inspection: Inspect for proper installation procedures.
   2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.

E. Strength Test Samples:
   1. Sampling Procedures: ASTM C172.
   2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.
   3. Sample concrete and make one set of three cylinders for every 75 cu yds or less concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
   4. When volume of concrete for any class of concrete would provide less than 5 sets of cylinders, take samples from five randomly selected batches, or from every batch when less than 5 batches are used.
   5. Make one additional cylinder during cold weather concreting, and field cure.

F. Field Testing:
   1. Slump Test Method: ASTM C143/C143M.
   2. Air Content Test Method: or ASTM C231.
   3. Temperature Test Method: ASTM C1064/C1064M.
   4. Measure slump and temperature for each compressive strength concrete sample.
   5. Measure air content in air entrained concrete for each compressive strength concrete sample.

G. Cylinder Compressive Strength Testing:
   1. Test Method: ASTM C39/C39M.
   2. Test Acceptance: In accordance with ACI 318.
   3. Test one cylinder at 7 days.
   4. Test two cylinders at 28 days.

H. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.6 PATCHING

A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.

C. Patch imperfections as directed by Engineer

3.7 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by Engineer.

C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION 03 30 01

SECTION 07 77 80 WOOD LOCKER BENCHES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Wood ADA Locker Benches.

1.2 REFERENCES

A. ADAAG - Americans with Disabilities Act, Accessibility Guidelines.

B. IBC - International Building Code.

1.3 SUBMITTALS

A. Product Data: Manufacturer’s data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

B. Shop Drawings: Prepared specifically for this project; show dimensions of benches and interface with other products.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer shall have a Quality System in place to ensure and be able to substantiate that manufactured units conform to requirements and match the approved design and must be ISO 9001:2015 certified.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging, in a dry, ventilated area until ready for installation.

B. Bench components shall be stored flat, if shipped unassembled, until assembly. All finishes shall be protected from soiling and damage during handling.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 WARRANTY

A. Manufacturer's standard warranty to repair or replace components of locker products that fail in materials or workmanship within 3 years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Salsbury Industries, 18300 Central Avenue, Carson, CA

90746-4008; Toll Free Tel: 800-LOCKERS (800-562-5377); Fax: 800-562-5399; Email: salsbury@lockers.com; Website: www.lockers.com or approved equal.

2.2 WOOD LOCKER BENCHES

Standard and ADA-compliant wood locker benches: Constructed of solid butcher block wood that is 1-1/4" (31.75 mm) thick; includes two 3 inch (76 mm) diameter bolt mounted pedestals in a black powder coated finish; pedestals include four (4) mounting holes to secure to the ground; combines a classic look with strength and durability. Requires minor assembly.

A. Wood Locker Bench Series:
   1. 77782-ADA: Width per plan (1,219 mm) Wood ADA Locker Bench.

A. Unit Heights:
   a. 18 inches (457 mm).

C. Unit Depth:
   a. 20 inches (508 mm).

D. Pedestal Type:
   a. Bolt Mounted (BM).

E. Unit Assembly: Requires minor assembly.

F. Unit Color:
   1. Color: Dark - standard.

2.5 CONSTRUCTION

A. Locker Bench – Seating area:
   1. Locker shall made of clear hardwood, 1-1/4 inches (31.75 mm) in thickness.
   2. All corners are to be rounded and sanded.
   3. Surfaces shall be finished with two (2) coats of clear lacquer.

B. Bench Pedestals:
   1. Bolt-mounted Pedestals:
      a. Pedestals shall consist of aluminum tubing, 3 inches (76 mm) in diameter.
      b. Base shall be ¼" (6 mm) thick aluminum welded to each end of aluminum tubing.
   2. Finished in black powder coat.

C. Fabricate locker bench parts square, rigid and without warp, with the finished faces flat and free of scratches and chips.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with Salsbury Industry's installation instructions.

B. Anchor the units to the floor through the bench pedestal’s holes:

1. Bolt-mounted bench pedestals: Four (4) holes.

2. Free-standing bench pedestals: Two (2) holes; floor mounting optional.

3. ADA-compliant bench pedestals: Two (2) holes.

C. Locker benches can be either floor-mounted or installed on concrete or wood bases as scheduled or indicated. Floor or base shall be level for proper installation.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 07 77 80

SECTION 08 11 10 - STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

1.2 REFERENCES

A. ANSI/NFPA 80 - Standard for Fire Doors and Windows.

B. ANSI A115.IG - Installation Guide for Doors and Hardware

C. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames.

D. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.

E. ANSI A250.11, Recommended Erection Instructions for Steel Frames.

F. ASTM E 152 - Standard Methods of Fire Tests of Door Assemblies.

G. ASTM A 366/A 366M - Standard Specification for Commercial Steel (CS) Sheet, Carbon, (0.15 Maximum Percent) Cold-Rolled.

H. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process.

I. A 924 - Specification for General Requirements for Steel Sheet, Metallic Coated by the Hot Dip Process

J. ASTM A 1008/A 1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable

K. HMMA-820 TN03 - Guidelines for Glazing of Hollow Metal Transoms,Sidelights and Windows

L. NYC MEA 142-98-M Vol. II - E.Fire Door Assemblies: Accepted for use City of New York, Department of Buildings.

M. NFPA 252 - Standard Methods of Fire Tests for Door Assemblies.

N. UL 10B - Standard for Fire Tests of Door Assemblies.

O. UL 10C - Positive Pressure Fire Tests of Door Assemblies.

P. UL 63 - Outline of Investigation for Fire Door Frames

1.3 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings: Include schedule identifying each unit, with door marks or numbers referencing drawings. Show layout, profiles, product components and anchorages.
1. Indicate frame configuration, anchor types and spacing, location of cutouts for hardware, reinforcement, to ensure doors and frames are properly prepared and coordinated to receive hardware.
2. Indicate door elevations, internal reinforcement, closure method, and cutouts for glass lights and louvers.

D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum five years documented experience manufacturing products specified this Section.

B. Installer Qualifications: Minimum five years documented experience installing products specified this Section.

C. All products shall conform to the requirements of ANSI A250.8 Recommended Specifications for Standard Steel Doors and Frames".

D. Fire Rated Doors and Frames:
1. Doors and frames shall be tested in accordance with UL 10B, "Fire Tests of Door Assemblies", NFPA 252, "Fire Tests of Door Assemblies", and UL 10C, "Positive Pressure Fire Tests of Door Assemblies".
2. Doors and frames must have an approved marking or physical label, applied by an authorized facility, in accordance with the procedure set forth by an independent certification agency.
3. Fire door assemblies in exit enclosures and exit passageways; maximum transmitted temperature end point rating of not more than 250 degrees F (121 degrees C) above ambient at the end of 30 minutes of the standard fire test exposure.
4. Conform to applicable codes for fire ratings. It is the intent of this specification that hardware and its application comply or exceed the standards for labeled openings. In case of conflict between types required for fire protection, furnish type required by NFPA and UL.

E. Fire Door Assemblies: Accepted for use City of New York, Department of Buildings MEA 142-98-M Vol. II. UL tested in accordance with ASTM E 152, 3 hr for:
1. Single Swing doors not exceeding 48 inches wide by 96 inches high or 46 inches wide by 102 inches high or 40 inches wide by 108 inches high; Doors swinging in pairs with single point latches 96 inches high or 80 inches wide by 108 inches high.

F. Stairwell Doors shall have a 250 degree F temperature rise rating (30 minute fire test duration.) The fire label on the door shall indicate the specific hourly rating.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store doors vertically in a dry area, under a proper vented cover. Place on 4 inch (102 mm) high wood sills to prevent rust or damage. Provide 1/4-inch (6 mm) space between doors to promote air circulation.

C. Store frames in an upright position with heads uppermost under cover. Place on 4 inch (102 mm) high wood sills to prevent rust and damage. Store assembled frames five units maximum in a stack with 2 inch (51 mm) space between frames to promote air circulation.

D. Do not use non-vented plastic or canvas shelters to prevent rust or damage.

E. Should wrappers become wet, remove immediately.

1.6 SEQUENCING

A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.

B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.7 COORDINATION

A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal cutouts and reinforcement for door hardware, electric devices and recessed items.

B. Coordinate Work with frame opening construction, door and hardware installation.

C. Sequence installation to accommodate required door hardware.

D. Verify field dimensions for factory assembled frames prior to fabrication.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Galaxy Metal Products, which is located at: 2960 Woodbridge Ave.; Edison, NJ 08837; Toll Free Tel: 800-294-8199; Email:request info (mceceri@galaxymetalproducts.com); Web:galaxymetalproducts.com

B. Provide all steel doors and frames from a single manufacturer.

2.2 DOORS

A. General: Construct exterior/interior doors to the following designs and gages:
   1. Exterior Doors: Zinc-Iron Alloy-Coated galvannealed steel, ASTM A 653, Class A60:
      a. Thickness:
         1) 16 gage (1.3 mm).
      b. Include galvannealed components and internal reinforcements with galvannealed doors.
      c. Close tops of exterior swing-out doors to eliminate moisture penetration. Galvannealed steel top caps are permitted.
   2. Include galvannealed components and internal reinforcements.
   3. Prime Finish Doors: Clean, phosphatize and factory prime painted doors indicated on

Door Schedule as HM.

4. Hardware Reinforcements:
   a. Hinge reinforcements for full mortise hinges: minimum 7 gage (4.76 mm).
   b. Lock reinforcements: minimum 16 gage (1.3 mm).
   c. Closer reinforcements: minimum 14 gage (1.7 mm) steel, 20-inch (508 mm) long.
   d. Galvannealed doors: include galvannealed hardware reinforcements.
   e. Projection welded hinge and lock reinforcements to the edge of the door.
   f. Provided adequate reinforcements for other hardware as required.

B. Full Flush Doors:
   1. Door Thickness: 1-3/4 inches (45 mm).
   2. Door faces reinforced and sound deadened as follows:
      a. Honeycomb Core: Reinforced, stiffened, sound deadened and insulated with impregnated Kraft honeycomb core completely filling the inside of the doors and laminated to inside faces of both panels using contact adhesive applied to both panels and honeycomb core.
   3. Vertical edge seams: Provide doors with continuous vertical mechanical inter-locking joints at lock and hinge edges. Finish edges as follows:
      a. Visible Interlocked Edge: Continuous vertical mechanical interlocking joints with visible edge seams and continuous bead of structural epoxy in internal vertical connection
      b. Filled Vertical Edges (F): Continuous vertical mechanical interlocking joints with internal epoxy seal; edge seams epoxy filled and ground smooth.
      c. Welded Vertical Edges (W): Continuous vertical mechanical interlocking joints; edge seams welded, epoxy filled, and ground smooth.
   4. Bevel hinge and lock door edges 1/8 inch (3 mm) in 2 inches (50 mm). Square edges on hinge and/or lock stiles are not acceptable.
   5. Reinforce top and bottom of doors with galvannealed 14 gage (1.7 mm), welded to both panels.
   6. Glazing Bead: Formed steel sheet.
   7. Fire Rating: Supply door units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.

2.3 DOOR FRAMES

A. General: Construct exterior/interior metal door frames to the following designs and gages;
   1. Exterior Frames: Zinc-Iron Alloy-Coated galvannealed steel, ASTM A 653, Class A60:
      a. Thickness:
         1) 16 gage (1.3 mm).

B. Flush Steel Frames:
   1. Construction: Three-piece knock-down frames; mitered joints, with locking tab at each head and jamb intersection.
      a. Face welded: Weld miter joints between head and jamb faces completely along their length either internally or externally. The remaining elements of the frame profile (soffit, stop and rabbets) are not welded. Grind and finish face joints smooth.
   2. Profile:
      a. 2 inches (51 mm) face dimension with 5/8 inch (16 mm) high stop, and types and throat dimensions indicated on the Door Schedule.

3. Provide following reinforcement and accessories:
    a. Hinge Preparation for 5 inch (127 mm) high, universal standard weight, or heavy weight, full mortise hinges; with plaster guard.
    b. Strike preparation (single doors) for 4-7/8 inch (123 mm) universal strike; with plaster guard.
    c. Silencers. Prepare frames to receive inserted type door silencers, 3 per strike jamb on single doors, and 2 per head for pair of doors. Stick-on silencers are not permitted.
4. Fire Rating: Supply frame units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.
5. Finish: Factory prime finish in accordance with ANSI A 250.10.

C. Steel Frames for Drywall:
1. Profile:
    a. Profile: 2 inches (51 mm) face dimension, 1/2 inch (13 mm) backbend with 5/16 inch (8 mm) return, 5/8 inch (16 mm) high stop, types and throat dimensions indicated.
2. Provide following reinforcement and accessories:
    a. Hinge preparation for 4-1/2 inches (114 mm) high, full mortise hinges, 0.134 inch (3.4 mm) or 0.180 inch (4.6 mm) leaf thickness.
    b. Strike preparation (single doors) for 4-7/8 inch (125 mm) universal strike; with plaster guard.
    c. Closer reinforcement: minimum 14 gage (1.7 mm) steel.
    d. Projection weld hinge and strike reinforcements to the door frame.
    e. Provide metal plaster guards for all mortised cutouts.
    f. Include galvannealed hardware reinforcements in all galvannealed frames.
    g. Silencers. Prepare frames to receive inserted type door silencers, 3 per strike jamb on single doors, and 2 per head for pair of doors. Stick-on silencers are not permitted.
3. Anchors: Locate adjustable anchors in each jamb 4 inches (102 mm) from the top of the door opening to hold frame in rigid alignment.
    a. Provide 14 ga. pressure anchors used in conjunction with base floor clips as required.
4. Fire Rating: Supply frame units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.
5. Finish: Factory prime finish.

2.4 ACCESSORIES

A. Anchors: Manufacturer's standard framing anchors, specified in manufacturer's printed installation instructions for project conditions.

B. Astragals for pairs of doors: Manufacturer's standard for labeled and non-labeled openings.

C. Plaster Guards: Same material as door frame, minimum 24 gage (0.5 mm) minimum; provide for all strike boxes.

D. Silencers: Resilient rubber, Inserted type, three per strike jamb for single openings and two per head for paired openings. Stick-on silencers shall not be permitted except on hollow metal framing systems.

2.5 FABRICATI0N

A. Steel Frames:
   1. Three-piece knock-down frames: Head and jamb intersecting corners die-cut, mitered at 45 degrees, with locking tabs for rigid connection when assembled.
   2. Factory-welded frames: Head and jamb intersecting corners mitered at 45 degrees, with back welded joints ground smooth.
      a. Continuous faceweld the joint between the head and jamb faces along their length either internally or externally. Grind, prime paint, and finish smooth face joints with no visible face seams.
      b. Externally weld, grind, prime paint, and finish smooth face joints at meeting mullions or between mullions and other frame members per a current copy of ANSI A250.8.
      c. Provide temporary steel spreaders (welded to the jambs at each rabbet of door openings) on welded frames during shipment. Remove temporary steel spreaders prior to installation of the frame.
   3. Provide cutouts and reinforcements required for electrical and security components specified elsewhere in this specification.

2.6 FINISHES

A. Chemical Treatment: Treat steel surfaces to promote paint adhesion.

B. Factory Prime Finish: Meet requirements of ANSI A250.10.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify that substrate conditions are acceptable for installation of doors and frames in accordance with manufacturer's installation instructions and technical bulletins.

C. Verify door frame openings are installed plumb, true, and level.

D. Select fasteners of adequate type, number, and quality to perform intended functions.

E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install frames plumb, level, rigid and in true alignment in accordance with ANSI A250.11, "Recommended Erection Instructions for Steel Frames" and ANSI A115.IG, "Installation Guide for Doors and Hardware".

C. All frames other than slip-on types shall be fastened to the adjacent structure to retain their position and stability. Drywall slip-on frames shall be installed in prepared wall openings, and shall use pressure type and sill anchors to maintain stability.

D. Where grouting is required in masonry installations, frames shall be braced or fastened to prevent the pressure of the grout from deforming the frame members. Grout shall be mixed to provide a 4 inch (102 mm) maximum slump and hand troweled into place. Grout mixed to a thin "pumpable" consistency shall not be used.

E. Install fire-rated doors and frames in accordance with NFPA 80 and local code authority requirements.

F. Install doors to maintain alignment with frames to achieve maximum operational effectiveness and appearance. Adjust to maintain perimeter clearances as required. Shim as needed to assure the proper clearances are achieved.

G. Glaze and seal exterior transom, sidelight and window frames in accordance with HMMA-820 TN03.

H. Install hardware as specified in Section 08 71 53 - Security Door Hardware in accordance with the hardware manufacturer's recommendations and templates. ANSI A115.IG, "Installation Guide for Doors and Hardware" shall be consulted for other pertinent information.

3.4 CLEARANCES

A. Clearance between the door and frame head and jambs for both single swing and pairs of doors shall be 1/8 inch (3.2 mm).

B. Clearance between the meeting edges of pairs of doors shall be 3/16 inch plus or minus 1/16 inch (5 mm plus or minus 1.6 mm). For fire rated applications, the clearance between the meeting edges of pairs of doors shall be 1/8 inch plus or minus 1/16 inch (3.2 mm plus or minus 1.6 mm).

C. Bottom clearance shall be 3/4 inch (19 mm) (Standard).

D. The clearance between the face of the door and door stop shall be 1/16 inch to 1/8 inch (1.6 mm plus or minus 3.2 mm).

E. All clearances shall be, unless otherwise specified, subject to a tolerance of plus or minus 1/32 inch (.4 mm).

3.5 ADJUSTING AND CLEANING

A. Adjust doors for free swing without binding.

B. Adjust hinge sets, locksets, and other hardware. Lubricate using a suitable lubricant compatible with door and frame coatings.

C. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions before owner's acceptance.

D. Remove from project site and legally dispose of construction debris associated with this

work.

3.6 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 08 20 00 – WOOD DOORS AND FRAMES

PART 1. GENERAL

1.1 SECTION INCLUDES

Wood doors

A. Glazed
B. Unglazed
C. Steel Frames

1.2 REFERENCES AND REGULATORY REQUIREMENTS

A. Quality Standards:
   1. ANSI/WDMA Industry Standard I.S. 1-A-13 (Window and Door Manufacturers Association)
   2. ANSI A115. W Series, Wood Door Hardware Standards. (American National Standard Institute)
   3. Door Construction:
      Core: Solid FSC certified particleboard core conforming to ANSI 208.A LD-2 consisting of FSC fiber with no added urea-formaldehyde bonding resins.
      Stiles: Veneer edge same species as or compatible to face veneer, glued to FSC SCL backer. No added urea-formaldehyde in wood components and adhesives.
      Top and Bottom Rails: FSC SCL glued to core. 5", 8" and 12" optional. No added urea-formaldehyde in wood components and adhesives.
      Crossbanding: high-density fiberboard consisting of FSC fibers with no added urea-formaldehyde.
      Adhesives: Glue lines for assembly between the plies of face, crossbanding and core are to be Type 1 polyvinyl acetate (PVA).

B. Labeling Agencies
   1. Underwriters Laboratories, Inc. (UL) (Neutral pressure and Positive pressure rated doors
   2. Intertek Testing Services-Warnock Hersey (ITS-WH) (Ratings for both Neutral pressure and Positive pressure rated doors)

1.3 SUBMITTALS

A. Submit under provisions of ANSI/WDMA I.S. 1-A-13.
B. Shop drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts, special bevels, blocking for hardware in mineral core doors, identify cutouts.
C. Product Data: Indicate door core materials, thickness, construction, veneer species. See WDMA “A Specifier’s Guide to Door Face Veneers” for cut and matching requirements, factory machining and factory finishing criteria.
D. Construction samples: Submit one or more of manufacturer’s standard samples demonstrating door construction.
E. Finish samples: illustrating the color of the specified door face materials.
F. Manufacturer’s full lifetime warranty

1.4 QUALITY ASSURANCE

A. Meet or exceed WDMA I.S.1-A Premium Grade.

1.5 DELIVERY STORAGE AND HANDLING AND SITE CONDITIONS

A. Deliver, store, protect and handle products under provisions of WDMA and manufacturer's care and handling instructions.
B. Accept doors on site in manufacturer's standard packaging. Inspect for damage. Do not store in damp or wet areas. HVAC systems must be operating and balanced prior to arrival of doors. Acceptable humidity shall be no less than 25% or greater than 55%.
C. Doors shall be individually wrapped in Black Poly-bags. Clear bags are unacceptable.
D. Certain wood species are light sensitive. Protect doors from exposure to natural and artificial light after delivery.

1.6 COORDINATION

A. Coordinate the work with door opening construction, door frame and door hardware installation with a pre-installation conference.

1.7 WARRANTY

A. Provide manufacturer's warranty to the following term:
    1. Interior Solid Core Doors: "Full Life of Original Installation" including rehang and refinish if doors do not comply with warranty tolerance standards.
    2. Include coverage for delamination, warping, bow, cup and telegraphing of core construction beyond warranty tolerances.

1.8 DOOR FRAMES

A. General: Construct exterior/interior metal door frames to the following designs and gages.
    1. Exterior Frames: Zinc-Iron Alloy-Coated galvannealed steel, ASTM A 653, Class A60:
        a. Thickness:
            1) 16 gage (1.3 mm).
    2. Interior Frames in stud wall construction: cold rolled steel, ASTM A 1008/A 1008M.
        a. Thickness:
            1) 18 gage (1 mm).
    3. Interior KD Drywall Frames (Pressure Fit): cold rolled steel, ASTM A 1008/A 1008M.
        a. Thickness:
            1) 18 gage (1 mm).
    4. Include galvannealed components and internal reinforcements with galvannealed frames.

B. Steel Frames for Drywall:
    1. Profile:
        a. Profile: 2 inches (51 mm) face dimension, 1/2 inch (13 mm) backbend with 5/16 inch (8 mm) return, 5/8 inch (16 mm) high stop, types and throat dimensions indicated.
    2. Provide following reinforcement and accessories:
        a. Hinge preparation for 4-1/2 inches (114 mm) high, full mortise hinges, 0.134 inch (3.4 mm) or 0.180 inch (4.6 mm) leaf thickness.
        b. Strike preparation (single doors) for 4-7/8 inch (125 mm) universal strike; with plaster guard.
        c. Closer reinforcement: minimum 14 gage (1.7 mm) steel.
        d. Projection weld hinge and strike reinforcements to the door frame.
        e. Provide metal plaster guards for all mortised cutouts.
        f. Include galvannealed hardware reinforcements in all galvannealed frames.
        g. Silencers. Prepare frames to receive inserted type door silencers, 3 per strike jamb on single doors, and 2 per head for pair of doors. Stick-on silencers are not permitted.

3. Anchors: Locate adjustable anchors in each jamb 4 inches (102 mm) from the top of the door opening to hold frame in rigid alignment.
    a. Provide 14 ga. pressure anchors used in conjunction with base floor clips as required.
4. Finish: Factory prime finish.

1.9 ACCESSORIES

A. Anchors: Manufacturer's standard framing anchors, specified in manufacturer's printed installation instructions for project conditions.

B. Astragals for pairs of doors: Manufacturer's standard for labeled and non-labeled openings.

C. Plaster Guards: Same material as door frame, minimum 24 gage (0.5 mm) minimum; provide for all strike boxes.

D. Silencers: Resilient rubber, Inserted type, three per strike jamb for single openings and two per head for paired openings. Stick-on silencers shall not be permitted except on hollow metal framing systems.

1.10 FABRICATI0N

A. Steel Frames:
1. Three-piece knock-down frames: Head and jamb intersecting corners die-cut, mitered at 45 degrees, with locking tabs for rigid connection when assembled.
2. Factory-welded frames: Head and jamb intersecting corners mitered at 45 degrees, with back welded joints ground smooth.
    a. Continuous face weld the joint between the head and jamb faces along their length either internally or externally. Grind, prime paint, and finish smooth face joints with no visible face seams.
    b. Externally weld, grind, prime paint, and finish smooth face joints at meeting mullions or between mullions and other frame members per a current copy of ANSI A250.8.
    c. Provide temporary steel spreaders (welded to the jambs at each rabbet of door openings) on welded frames during shipment. Remove temporary steel spreaders prior to installation of the frame.
3. Provide cutouts and reinforcements required for electrical and security components specified elsewhere in this specification.

PART 2. PRODUCTS

2.1 MANUFACTURER

A. Eggers Industries, 5-ply bonded construction door quality as defined in this section.
Other acceptable manufacturers of 5 ply bonded construction doors:
1. Pacific Door – Portland, OR
2. Talbert Architectural Panels and Doors, Brea, CA

2.2 MATERIALS

A. WORKMANSHIP
Comply with WDMA workmanship for veneer faces, vertical edges, crossbands, horizontal edges and dimensional tolerances.
Meeting or exceeding Extra Heavy Duty Performance Level

B. DOOR CONSTRUCTION GRADE
Except as may be otherwise shown on the drawings fabricate the work of this section to WDMA "Premium Grade" for PC-5, Hot Pressed, bonded particleboard core assemblies.

C. FLUSH DOOR FACING
1. Wood Veneer: Premium AA Grade, Select White Maple
2. .04" Thickness Vinyl facing: InPro #0531 Natural Maple per Eggers eiDoor®

D. VENEER MATCHING
1. Book Match

E. ASSEMBLY OF SPLICED VENEERS
1. Center balance match

2.3 FABRICATION

A. DOOR AND CORE CONSTRUCTION
1. Bond stiles and rails to core, abrasive sand core assembly to achieve uniform thickness.
2. Crossband to be minimum 1/16th high density fiberboard (HDF).
3. Urea-formaldehyde free

B. VERTICAL EDGES (STILES)
1. Non-rated and 20-minute rated shall be veneer banded stiles over SCL backer.
2. Matching or compatible veneer edges to match face veneer
3. Mineral Core
Mineral core door stiles bonded to manufacturer's standard edge for improved screw holding.
- Single opening edges to be manufactured as required to meet label service listing. Optional veneer banded edge to match face if required.
- As required by manufacturer to meet Positive Pressure Category A (concealed intumescent). Optional veneer banded edge to match face if required.
- Urea-formaldehyde free

4. Vinyl:
- Color or pattern same as door facing.
- 90 minute vinyl edges shall be matching, same as 0531 Natural Maple faces, applied after faces.

C. HORIZONTAL EDGES (RAILS)
Structural composite lumber or hardwood lumber.
1. Tops and Bottoms must be Factory sealed as a part of manufacturer's standard procedure for Factory finishing.

D. ADHESIVES
1. Face Adhesive: Type 1, Urea-Formaldehyde free.

E. INNER BLOCKING FOR MINERAL CORE FIRE DOORS
Supply innerblocking for all surface applied hardware where through bolts are not accepted.

F. MACHINING
Factory fit and machine doors for frame and finish hardware in accordance with hardware and NFPA 80 requirements and dimensions. Do not machine for surface hardware. Apply appropriate fire labels.

2.4 ACCESSORIES

A. GLAZING STOPS

1. Non-Rated:

- Flush beads, veneer wrapped with same species as door facing

Verify compatibility of glazing system with positive pressure requirements.
Adjust top rail on full glass doors to accept hardware so that no hardware is visible in daylight opening. STC doors with light kits shall be factory glazed to maintain warranty

2.5 FACTORY FINISH

A. Doors to be factory finished to meet or exceed WDMA I.S. 1-A-13 specifications for a TR-8 UV cured acrylated urethane finish system or AWS section 5 specifications for a UV curable polyester urethane finish system. Factory finish to be Eggers' Gardall - water based stain and UV curable polyester urethane finish system that complies with all applicable Federal and State regulations for Volatile Organic Compounds (VOC) and Hazardous Air Pollutants (HAP) emission limitations per the EPA Clean Air Act.
Color shall be Eggers Gardall ™ Color 01-Clear,

B. Custom factory finish doors to 0531 Natural Maple InPro vinyl.

C. Submit approved sample for all factory finishing.

PART 3. EXECUTION

3.1 EXAMINATION

A. Verify that opening sizes and tolerances are acceptable and ready to receive this work.

B. Do not install doors in frame openings that are not plumb or are out of tolerance for size or alignment.

C. Use three hinges for doors 7'-0" in height or less and one additional hinge for each incremental 30 inches of height over 7'-6"

3.2 INSTALLATION

A. Install fire-rated and non-rated doors in accordance with NFPA 80, Manufacturers' instructions and to ITS-WH/UL requirements.

B. Trim non-rated door width by cutting equally on both jamb edges.

C. Trim door height by cutting bottom edges to a maximum 3/4 inch (19-mm).

D. Trim fire door height at bottom edge only, in accordance with fire rating requirements. Allow a fitting clearance of 1/8" at each side and at top of door.

E. Do not trim Positive Pressure rated doors for width.

G. Pilot holes to be factory drilled. Exercise caution when installing hinges to ensure pilot holes are not over-drilled and screws are not over-torqued. Follow Manufacturer's installation instructions for Positive Pressure doors. Do not use self-drilling or combination wood/metal screws on wood doors.

H. Coordinate installation of doors with installation of frames and hardware

J. Install door louvers and light kits plumb and level.

K. Reseal or refinish any doors that required site alteration.

3.3 GLAZING

A. ALL Glass and Glazing shall be installed in the factory for all non-rated wood doors.

3.4 WARRANTY TOLERANCES

Conform to WDMA standards and testing methods for warp, cup, bow and telegraphing.

3.5 ADJUSTING

A. Adjust doors for smooth and balanced door movement.

END OF SECTION 08 20 00

SECTION 09 51 00 ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Suspended metal grid ceiling systems.

B. Acoustical and non-acoustical units.

C. Wall angles and shadow moldings.

D. Special trims and accessories.

1.02 REFERENCE STANDARDS

A. ASTM A580/A580M - Standard Specification for Stainless Steel Wire; 2018.

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2022.

C. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.

D. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2022.

E. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2022.

F. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2019.

G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023.

H. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2022.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate work of this section with installation of mechanical and electrical components and with other construction activities affected by work of this section.

1. Review with affected installers those locations of facility services lines and equipment within ceiling plenum that prevent installation of hangers at spacings compliant with limitations established in referenced standards. Arrange for each affected mechanical or electrical installer to provide necessary number of additional structural support points for ceiling installer.

B. Sequencing: Schedule work of affected trades to minimize or eliminate installation conflicts and rework.

1. Supply hanger clips during steel deck erection. Supply additional hangers and inserts as required.

2. Ensure that acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Shop Drawings: Indicate grid layout and related dimensioning.

C. Product Data: Provide data on suspension system components and acoustical units.

D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

E. Designer's qualification statement.

F. Installer's qualification statement.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 016000 - Product Requirements for additional provisions.
   2. Extra Acoustical Units: Quantity equal to 5 percent of total installed.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience and approved by manufacturer.

1.06 FIELD CONDITIONS

A. Maintain uniform temperature of minimum 60 degrees F (16 degrees C), and maximum humidity of 40 percent before, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 CEILING ASSEMBLIES

A. Acoustical Ceiling Assembly Type APC-1:
   1. Acoustical Units: 5/8", Item No. 3210.
      a. Panel Size: 24 inches by 24 inches
      b. Panel Edge: SQ edge.
      c. Color: Flat White 050.
      d. Characteristics: Noise Reduction Coefficient = N/A, Ceiling Attenuation Class = 35, Light Reflectance = 0.90, Recycled Content = 24%, Environmental Product Declaration: N/A, Health Product Declaration: N/A, Green Guard Gold: Yes, EC3 Score: N/A, ClimaPlus Warranty: Yes.
   2. Suspension Grid: Donn DX 15/16-inch Suspension System
      a. Color: Flat White 050.

2.02 CEILING PERFORMANCE REQUIREMENTS

A. Design for maximum deflection of 1/360 of span.

B. Fire-Resistance Rating: Determined in accordance with test procedures in ASTM E119 and complying with the following:

2.03 CEILING COMPONENT PRODUCTS

A. Acoustical Units:
   1. Acoustical Units - General: ASTM E1264, Fire Class A.
      a. VOC Content: As specified in Section 016116.
      b. VOC Content: Certified as Low Emission by one of the following:
         1) Product listing in UL (GGG).
         2) Product listing in CHPS (HPPD).
      c. Noise Reduction Coefficient (NRC) rating, Ceiling Attenuation Class (CAC) rating, and Light Reflectance Coefficient (LR) performance for each type of unit specified below, as determined in accordance with ASTM E1264.
      d. Fire Class / Surface Burning Characteristics: Determined in accordance with test method ASTM E84.

1) Surface Burning Characteristics: Unless otherwise indicated, flame spread index of 25 or less, smoke developed index of 50 or less.

2. Acoustical Panels: Glass fiber with membrane-faced overlay, with the following characteristics:
   a. Classification: ASTM E1264 Type XII.
      1) Form(s): Includes the following, as applicable to each product specified.
         (a) Form 2 - Cloth.
      2) Pattern(s): Includes the following, as applicable to each product specified.
         (a) G - Smooth.
   b. Thickness: As applicable to each product specified.
   c. Recycled Content: As applicable to selected products.
   d. Material Ingredients Transparency: Products included in the USG EcoBlueprint Program.
   e. Low Emissions (VOC): Green guard-certified products.
   f. Products:
      1) USG Corporation or equal; 5/8": www.usg.com/ceilings/#sle..

B. Suspension Systems:
   1. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with curtain pockets, splices, wall angles and moldings as required.
      a. Materials:
         1) Steel Grid: ASTM A653/A653M [G30] coating, unless otherwise indicated.
   2. Exposed Acoustical Suspension System: G90 Hot-dipped galvanized steel grid with aluminum cap.
      a. Application(s): Fire-resistance-rated assemblies.
      b. Structural Classification: Intermediate-duty, when tested in accordance with ASTM C635/C635M.
      c. Recycled Materials Content: Classified as containing greater than 50 percent total recycled content.
      d. Profile: Tee; 15/16 inch face width.
      e. Finish: Baked-on polyester paint.
      f. Color: White.
      g. Panel Installation Requirements: System designed to accept panels field-cut to size and field-revealed to provide adequate lay-in edges.
      h. Products:
         1) USG Corporation or equal; ZXLA 15/16 Inch Suspension System: www.usg.com/ceilings/#sle.
         2) USG Corporation or equal; DXLA 15/16 Inch Suspension System: www.usg.com/ceilings/#sle.

2.04 ACCESSORIES

A. Support Channels, Carriers, and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.

B. Hat-Shaped Metal Channels: Steel, 22-gauge, 0.0299 inch (0.76 mm), minimum.

C. Suspension Wire: Size and type as required for application, seismic requirements, and ceiling system flatness requirement specified.
   1. Concealed Suspension:

a. Suspension Wire: Steel, annealed, galvanized finish, 12-gauge, 0.0808 (2.05 mm) diameter, complying with ASTM A641/A641M.

D. Compression Framing and Bracing: Metal stud sizes, gauges, and spacings as determined by qualified structural design professional and complying with applicable codes.

E. Hold-Down Clips: Manufacturer's standard clips to suit application.

F. Touch-Up Paint for Exposed Surfaces: Type and color to match acoustical units and suspension system grid and trim elements.

G. Touch-Up Paint For Concealed Items: Zinc rich type, as recommended by ceiling system manufacturer.

2.05 FABRICATION

A. Shop fabricate ceiling components to the greatest extent possible.

B. Fabricate components to allow access to ceiling plenum as required.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that layout of hangers will not interfere with other work.

C. Verify that field measurements are as indicated on shop drawings.

D. Start of installation constitutes acceptance of project conditions.

3.02 PREPARATION

A. Coordinate the location of hangers with other work.

B. Provide hanger clips during steel deck erection. Provide for anticipated additional hangers and inserts as required.

C. Install ceiling system after major above-ceiling work is complete.

D. Acclimate wood ceiling materials by removing from packaging in installation area a minimum of 72 hours prior to installation.

3.03 INSTALLATION - SUSPENSION SYSTEM

A. Install suspension system in accordance with ASTM C636/C636M and manufacturer's instructions and as supplemented in this section.

B. Install hangers and inserts coordinated with overhead work. Provide additional hangers and supports as required.

C. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

D. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.

E. Locate system on room axis according to reflected ceiling plan.

F. Suspension System, Nonseismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

G. Seismic Suspension System, Seismic Design Category C: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Maintain a 3/8 inch (9 mm) clearance between grid ends and wall.

H. Seismic Suspension System, Seismic Design Categories D, E, F: Hang suspension system with grid ends attached to the perimeter molding on two adjacent walls; on opposite walls, maintain a 3/4 inch (19 mm) clearance between grid ends and wall.

I. Where ducts, facility services, or equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

J. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

K. Support fixture loads using supplementary hangers located within 6 inches (152 mm) of each corner, or support components independently.

L. Do not eccentrically load system or induce rotation of runners.

M. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch (25 mm) movement. Maintain visual closure.

N. Edge Moldings: Install at intersection of ceiling and vertical surfaces and penetrations, using components of maximum length; set level. Provide edge moldings at junction with other ceiling finishes. Miter corners. Provide preformed edge closures to match bullnosed cornered partitions.
   1. Install in bed of acoustical sealant.
   2. Use longest practical lengths.
   3. Overlap and rivet corners.

O. Install light fixture boxes constructed of gypsum board above light fixtures in accordance with fire rated assembly requirements and light fixture ventilation requirements.

3.04 INSTALLATION - ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.

B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.

C. Fit edge trim neatly against abutting surfaces.

D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.

E. Cutting Acoustical Units:
   1. Cut to fit irregular grid and perimeter edge trim.
   2. Make field cut edges of same profile as factory edges.

F. Lay acoustical insulation for a distance of 48 inches (1219 mm) either side of acoustical partitions as indicated.

G. Install hold-down clips on acoustical units within 20 ft (6 m) of an exterior door.

3.05 CLEANING

A. Clean and touch up minor finish damage. Remove and replace components that cannot be successfully cleaned and repaired.

END OF SECTION 09 51 00

SECTION 09 65 13 RESILIENT WALL BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Resilient Wall Base.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. LEED Submittals:

   1. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.

C. Samples for Initial Selection: For each type of product indicated.

D. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.

E. Product Schedule: For resilient products. Use same designations indicated on Drawings**.**

1.4 QUALITY ASSURANCE

A. Installation Qualification: Contractors for floor covering installation should be experienced in managing commercial flooring projects and provide professional installers, qualified to install the various flooring materials specified. An installer is “qualified” if trained, or a certified by Tarkett or a certified INSTALL (International Standards & Training Alliance) resilient floor covering installer.

B. Mockups: Provide resilient products with mockups specified in other Sections.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Tarkett, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.6 PROJECT CONDITIONS

A. Install resilient products after other finishing operations, including painting, have been completed.

B. Maintain ambient temperatures within range recommended by Tarkett, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
   1. 48 hours before installation.
   2. During installation.
   3. 48 hours after installation.

C. Maintain the ambient relative humidity between 40% and 60% during installation.

D. Until Substantial Completion, maintain ambient temperatures within range recommended by Tarkett, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

PART 2 - PRODUCTS

2.1 RESILIENT SHEET FLOORING

Manufacturer:

Tarkett North America

30000 Aurora Rd.

Solon, Ohio 44139

Web: www.tarkettna.com

E-mail: info@tarkett.com

Or approved equal.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

   1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

B. Flooring products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.3 RESILIENT TRADITIONAL VINYL WALL BASE

A. Basis-of-Design Product: Subject to compliance with requirements, provide Tarkett Traditional Thermoplastic Vinyl Wall Base.

B. Performance requirements meets ASTM F1861 Standard Specification for Resilient Vinyl Wall Base, Type TV, Group 1.

C. For thickness, specify: 0.125"

D. For type, specify:Coved

E. For height, specify: 4" x 120'

F. For corners: Inside Corners and Outside Corners

G. Colors and Patterns: Architect from full range of industry colors

H. Test Data:

1. Flexibility, ASTM F137: Passes 1/4 inch mandrel
2. Resistance to light, ASTM F1515: Passes
3. Resistance to chemicals, ASTM F925: Passes
4. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm^2 or greater, Class 1.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.

B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to Tarkett's written instructions to ensure adhesion of resilient wall base.

B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

D. Vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

A. Comply with Tarkett's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

3.4 CLEANING AND PROTECTION

A. Comply with Tarkett's written instructions for cleaning and protection of resilient products.

B. Perform the following operations immediately after completing resilient product installation:
   1. Remove adhesive and other blemishes from exposed surfaces.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 09 65 13

SECTION 09 65 19 RESILIENT VINYL COMPOSTION TILES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of product indicated.

C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.

D. Product Schedule: For resilient products. Use same designations indicated on Drawings**.**

1.4 QUALITY ASSURANCE

A. Installation Qualification: Contractors for floor covering installation should be experienced in managing commercial flooring projects and provide professional installers, qualified to install the various flooring materials specified. An installer is “qualified” if trained, or a certified by Tarkett or a certified INSTALL (International Standards & Training Alliance) resilient floor covering installer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Tarkett, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.6 PROJECT CONDITIONS

A. Install resilient products after other finishing operations, including painting, have been completed.

B. Maintain ambient temperatures within range recommended by Tarkett, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.

2. During installation.

3. 48 hours after installation.

C. Maintain the ambient relative humidity between 40% and 60% during installation.

D. Until Substantial Completion, maintain ambient temperatures within range recommended by Tarkett, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.7 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

B. Flooring products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

1.8 TARKETT VINYL COMPOSITION TILE

A. Basis-of-Design Product: Subject to compliance with requirements, provide; Tarkett VCT or approved equal.

B. Tile Standard: ASTM F1066, Type II Through Pattern

C. Thickness/Wearlayer: 0.125 inch

D. Colors and Patterns: As selected by Owner from full range of industry colors

E. Sizes: 12 by 12 inches

F. Test data:

1. Heat Stability (ASTM F1514): $\Delta E \leq 8$

2. Size/Squareness (ASTM F2055): Passes

3. Deflection (ASTM F1304): Passes

4. Chemical Resistance (ASTM F925): Passes

5. Static Load Limit (ASTM F970): 150 psi, $\leq$ 0.005 inches

6. Residual Indentation (ASTM F1914): Passes

7. Slip Resistance (ASTM D2047): $\geq$ 0.5 SCOF

8. Dimensional Stability (ASTM F2199): Passes

9. Impact Resistance (ASTM F1265): Passes

10. Flamability (ASTM E648 Critical Radiant Flux): Class 1 ($\geq$ 0.45 W/cm^2)

11. Smoke Density (ASTM E662): ≤ 450

12. Limited Commercial Warranty: 5 years

1.9 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation.

B. Adhesives: As recommended by Tarkett to meet site conditions

1. Resilient Vinyl Floor Tile

a. Tarkett 100 Clear Thin Spread Adhesive

b. Tarkett 975 Two-Part Urethane Adhesive

c. Tarkett 901 SpraySmart Adhésive

1.10 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation.

PART 2 - EXECUTION

2.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.

B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.2 PREPARATION

A. Prepare substrates according to Tarkett written instructions to ensure proper adhesion of Resilient Flooring.

1. Wood subfloors must have a minimum 18" (45.7 cm) of cross-ventilated space beneath the bottom of the joist.

a. The floor must be rigid, free of movement.

b. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (12.7 mm) APA approved underlayment plywood.

1) Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.

2) Use ½" (12.7 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).

c. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.

B. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

C. Floor covering shall not be installed over expansion joints.

D. Do not install resilient products until they are same temperature as the space where they are to be installed.

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

2.3 RESILIENT TILE FLOORING INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient tile flooring.

B. Vinyl Composition Flooring:

1. Install with Tarkett adhesive specified for the site conditions and follow adhesive label for proper use.

2. Follow Tarkett’s recommendation for tile orientation.

3. Open enough cartons of floor tiles to cover each area, and mix tile to ensure shade variations do not occur within any one area.

4. Roll the flooring in both directions using a 100 pound three-section roller.

2.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.

B. Perform the following operations immediately after completing resilient product installation:

1. Remove adhesive and other blemishes from exposed surfaces.

2. Sweep and vacuum surfaces thoroughly.

3. Damp-mop surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

1. No traffic for 24 hours after installation.

2. No heavy traffic, rolling loads, or furniture placement for 48 hours after installation.

D. Wait 48 hours after installation before performing initial cleaning.

E. A regular maintenance program must be started after the initial cleaning.

END OF SECTION 09 65 19

SECTION 09 91 23 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on following interior substrates**:**

1. Aluminum (not anodized or otherwise coated).
2. Wood.
3. Gypsum board.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Indicate VOC content.

B. Sustainable Design Submittals:

1. Product Data for LEED 2009 Credit EQ 4.2: For paints and coatings, showing printed statement of VOC content.
2. Laboratory Test Reports: For paints and coatings, indicating compliance with LEED 2009 Credit EQ 4.2 requirements for low-emitting materials.

C. Samples for Initial Selection: For each type of topcoat product.

D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Label each coat of each Sample.
3. Label each Sample for location and application area.

E. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

1. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials**,** from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

   a. Vertical and Horizontal Surfaces: Provide samples of at least 10 sq. ft.
   b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

   a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer’s label with the following information:

1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F .

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company or approved equal.

B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:

1. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.

C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.

1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall provide materials that comply with VOC limits of authorities having jurisdiction and for interior paints and coatings applied at Project site, the following VOC limits exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Primers, Sealers, and Undercoaters: 200 g/L.
4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.

C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers."

D. Colors: As selected by Owner from manufacturer's full range.

2.3 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
    a. Wood: 15 percent.
    b. Gypsum Board: 12 percent.

2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
3. Plaster Substrates: Verify that plaster is fully cured.
4. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Aluminum Substrates: Remove loose surface oxidation.

E. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

F. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

D. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in occupied spaces:

    a. Equipment, including panelboards.
    b. Duct, equipment, or other paintable jacket material.
    c. Other items as directed by Architect.

2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Metal Substrates (Aluminum, Steel, Galvanized Steel):

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, rust-inhibitive, water based:

1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils wet, 2.0 to 4.0 mils dry.

b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.

c. Topcoat: Light industrial coating, interior, water based, eggshell:

1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

d. Topcoat: Light industrial coating, interior, water based, semi-gloss:

1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

B. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior:

1) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils wet, 1.4 mils dry.

b. Intermediate Coat: Latex, interior, matching topcoat.

c. Topcoat: Latex, interior, eggshell:

1) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils wet, 1.7 mils dry, per coat.

2. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer sealer, latex, interior:

1) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils wet, 1.4 mils dry.

b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.

c. Topcoat: Light industrial coating, interior, water based, eggshell:

1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

C. Gypsum Board Substrates:

1. Latex System:

a. Prime Coat: Primer, latex, interior:

1) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils wet, 1.0 mils dry.

b. Intermediate Coat: Latex, interior, matching topcoat.

c. Topcoat: Latex, interior, eggshell:

1) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils wet, 1.7 mils dry, per coat.

2. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer sealer, latex, interior:

1) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils wet, 1.0 mils dry.

b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.

c. Topcoat: Light industrial coating, interior, water based, eggshell:

1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

d. Topcoat: Light industrial coating, interior, water based, semi-gloss:

1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

END OF SECTION 09 91 23

SECTION 10 14 00 SIGNAGE

PART 1 - GENERAL

1.01 SUMMARY

A. Interior non-illuminated regulatory surface mounted signage.

1.02 SECTION INCLUDES

A. Identification signs

1.03 REFERENCES

A. Americans with Disabilities Act (ADA)

B. American National Standards Institute (ANSI)

1.04 SYSTEM DESCRIPTION

A. Performance Requirements: Provide signage systems that conform to the following requirements of regulatory agencies and the quality control of Manufacturer.

1. Signage shall comply with all applicable provisions of the ADA and ANSI A117.1-1998

1.05 SUBMITTALS

A. Product Data: Manufacturer’s printed product data for each signage system indicated in this section.

B. Signage Report: Signage report indicating signage sizes, lettering and construction.

C. Samples: Verification samples of signage systems minimum of 6 inches square of each type and color indicated.

D. Manufacturer’s Installation Instructions: Printed Installation Instructions for each signage system.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in unopened factory packaging to the jobsite.

B. Inspect materials at delivery to assure that specified product have been received.

C. Store in original packaging in a climate-controlled environment away from direct sunlight.

1.07 WARRANTY

A. Standard limited lifetime warranty against material and manufacturing defects.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturer:

InPro SignScape, InPro Corporation

PO Box 406, Muskego, WI 53150 USA

Telephone 800-222-5556, Fax: 888-715-8407

E-mail: service@inprocorp.com

Or approved equal.

B. Provide all signage systems from a single manufacturer.

2.02 MATERIALS

A. Production Style

1. Tactile (Raised Letter)

a. Provide rigid vinyl sign material consisting of .040” sheet bonded with .060” sheet backed with 6mm white or black foam pvc panel. Top layer is cut and assembled to create signage.

2. Partial Inlay (Tamper Resistant Tactile Signage)

a. Provide rigid vinyl sign material consisting of .060” sheet bonded to 6mm white or black foam pvc panel that is engraved to receive .060” material. Top layer of .060” sheet is cut and assembled to create signage.

3. Printed Sign Panels

a. Provide sign panels that are digitally printed with exterior grade UV curable inks. Panels may be first or second surface printed.

b. Panel materials and thicknesses:

1/16” Clear PETG, adhered to 10mm white foamed PVC backing

Maximum panel size 4’ x 8’.

4. Grade 2 Braille

a. Provide Grade 2 Braille produced with the RasterTM Method, patented process for placing Braille on signage. RasterTM Braille is computer engineered using a carbide-engraving bit, press-fit tool with vacuum pump and UV stable acrylic rasters.

2.03 MANUFACTURED UNITS

A. Sign Shapes and Sizes

1. Provide signage for rooms indicated on the drawings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions in which the signage system will be installed.

1. Complete all finishing operations, including painting, before beginning installation of signage systems.

2. Wall surface shall be dry and free from dirt, grease and loose paint.

3.02 PREPARATION

A. General: Prior to installation, clean substrate to remove dust, debris and loose particles.

3.03 INSTALLATION

A. General: Locate the signage system as indicated on the approved detail drawing for the appropriate substrate and in compliance with the InPro SignScape installation instructions. Install signage systems level and plumb at the height indicated on the drawings.

3.04 CLEANING

A. At completion of the installation, clean surfaces in accordance with the InPro SignScape clean up and maintenance instructions.

END OF SECTION 10 14 00

SECTION 10 21 13 - PLASTIC TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic toilet compartment partitions for following applications:

a. Toilet enclosures.
b. Urinal screens.

1.2 REFERENCES

A. ASTM International (ASTM):

1. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
2. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
3. ASTM A 743/A 743M - Standard Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application.
4. ASTM B 86 - Standard Specification for Zinc and Zinc-Aluminum (ZA) Alloy Foundry and Die Castings.
5. ASTM B 221 - Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
6. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. International Code Council (ICC)/American National Standards Institute (ANSI):

1. ICC/ANSI A117.1 - Accessible and Usable Buildings and Facilities, as applicable to toilet compartments designated as accessible.

C. United States Department of Justice:

1. ADA - Americans with Disabilities Act, Excerpt from 28 CFR Part 36 - ADA Standards for Accessible Design.

1.3 ACTION SUBMITTALS

A. Product Data: Manufacturer's data sheets for each type of product indicated. Include fabrication details, description of materials and finishes.

1. Product Test Reports: When requested by Architect, submit documentation by qualified independent testing agency indicating compliance of products with requirements.

B. Shop Drawings: Include overall product dimensions, floor plan, elevations, sections, details, and attachments to other work. Include choice of options with details.

C. Samples for Selection: Furnish samples of manufacturer's full range of colors for initial selection.

1.4 INFORMATIONAL SUBMITTALS

A. Warranty: Sample of special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance and cleaning instructions.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Approved manufacturer listed in this section, with minimum 5 years' experience in the manufacture of toilet compartments. Manufacturers seeking approval must submit the following in accordance with Instructions to Bidders and Division 01 requirements:

1. Product data, including test data from qualified independent testing agency indicating compliance with requirements.
2. Samples of each component of product specified.
3. List of successful installations of similar products available for evaluation by Architect.

B. Installers Qualifications: Experienced Installer regularly engaged in installation of toilet compartments for minimum 3 years.

C. Source Limitations: Obtain toilet compartment components and accessories from single manufacturer.

D. Accessibility Requirements: Comply with requirements of ICC/ANSI 117.1, and with requirements of authorities having jurisdiction.

E. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Not greater than 75.
2. Smoke-Developed Index: 450.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver toilet compartments to site until building is enclosed and HVAC systems are in operation.

1. Deliver toilet compartments in manufacturer's original packaging.
2. Store in an upright condition.

1.8 WARRANTY

A. Special Manufacturer's Warranty: Provide manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship during the following period after substantial completion:

1. Plastic Toilet Partitions: Against corrosion, breakage, and delamination: 15 years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Manufacturer: Subject to compliance with requirements, provide products of Bradley Corporation, The Mills Company, Menomonee Falls, WI 53051 or approved equal.

1. Contact Information: (800)272-3539, fax (262)251-5817; Email info@BradleyCorp.com; Website www.bradleycorp.com.

2.2 MATERIALS

A. Plastic Panels: High density polyethylene (HDPE) suitable for exposed applications, waterproof, non-absorbent, and graffiti-resistant textured surface, Class B.
1. Provide panels with 100 percent post-consumer recycled content.

B. Zinc Aluminum Magnesium and Copper Alloy (Zamac): ASTM B 86.

C. Stainless Steel Sheet: ASTM A 240 or A 666, 300 series.

D. Stainless Steel Castings: ASTM A 743/A 743M.

E. Aluminum: ASTM B 221.

2.3 PLASTIC TOILET COMPARTMENTS

A. Toilet Compartment Type:

1. Overhead braced.

a. Basis of Design Product: Bradley, Mills Partitions, Sentinel, Series 400.

2. Floor and ceiling anchored.

a. Basis of Design Product: Bradley, Mills Partitions, Floor to Ceiling, Series 700.

B. Urinal Screen Style:

1. Floor anchored:

a. Basis of Design Product: Bradley, Mills Partitions, Model No. 3.
b. Floor mounted, requiring concrete floor, minimum 3 inches thick for anchoring.
c. Where indicated on Drawings, modify to become floor-to-ceiling mounted by changing mounting pilaster.

C. Door, Panel, and Pilaster Construction, General: HDPE, with a 3/16" (4.8mm) radiused edge.

1. Provide exposed surfaces free of pitting, visible seams and fabrication marks, stains, or other imperfections.
2. Provide aluminum heat sink at bottom edge of panels and doors.
3. Provide no-sightline system.

D. Door Construction: 1 inch (25 mm) thick.

E. Panel Construction: 1 inch (25 mm) thick.

F. Pilaster Construction: 1 inch (25 mm) thick.

G. Headrail: Extruded anodized aluminum headrail with anti-grip profile. Clamps around pilaster and is secured to the wall with stainless steel brackets.

H. Shoes: 4 inches (76 mm) high minimum, 300 series stainless steel with No. 4 satin brushed finish.

I. Urinal-Screen Construction: Matching toilet compartment panel construction

J. Urinal-Screen Post: Manufacturer's standard post design of material matching the thickness and construction of pilasters.

K. Brackets (Fittings):

1. Stirrup Type: Ear or U-brackets; stainless steel.
2. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.

L. Plastic Panel Finish: Manufacturer's standard impregnated finish, with [one color] [two colors] in each room.

1. Color: As selected by Architect from manufacturer's full range.

2.4 HARDWARE

A. Hardware, Standard Duty: Manufacturer's standard 6463-T-5 aluminum, including stainless steel tamper-resistant fasteners:

1. Hinges: Self-closing [integral, nylon, gravity-type] [continuous spring-loaded type] [8" wraparound type] adjustable to hold doors open at any angle up to 90 degrees, with emergency access by lifting door.
2. Latch and Keeper: Surface-mounted slide latch with flat rubber-faced combination door strike and keeper, meeting requirements for accessibility at accessible compartments.
3. Coat Hook: Combination hook and rubber-tipped stop, sized to prevent door from hitting compartment-mounted accessories. Provide wall bumper where door abuts wall. Provide formed L-shaped hook without stop at outswing doors.
4. Door Pull: Standard unit on outside of inswing doors. Provide pulls on both sides of outswing doors.

5. Hinges: Self-closing [integral, nylon, gravity-type] [continuous spring-loaded type] adjustable to hold doors open at any angle up to 90 degrees, with emergency access by lifting door.
6. Latch and Keeper: Surface-mounted slide latch with flat rubber-faced combination door strike and keeper, with provision for emergency access, meeting requirements for accessibility at accessible compartments.
7. Coat Hook: Combination hook and rubber-tipped stop, sized to prevent door from hitting compartment-mounted accessories. Provide wall bumper where door abuts wall. Provide formed L-shaped hook without stop at outswing doors. Mount with stainless steel through-bolts.

8. Door Pull: Standard unit on outside of inswing doors. Provide pulls on both sides of outswing doors.

2.5 FABRICATION

A. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

B. Floor-and-Ceiling-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment at tops and bottoms of pilasters. Provide shoes and sleeves (caps) at pilasters to conceal anchorage.

C. Urinal-Screen Posts: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment at[tops and] bottoms of posts. Provide caps, shoes, and covers at posts to conceal anchorage.

D. Door Size and Swings: Unless otherwise indicated, provide 24-inch- (610-mm-) wide, in-swinging doors for standard toilet compartments and 36-inch- (914-mm-) wide, out-swinging doors with a minimum 32-inch- (813-mm-) wide clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine work area to verify that measurements, substrates, supports, and environmental conditions are in accordance with manufacturer's requirements to allow installation.

1. Proceed with installation once conditions meet manufacturer's requirements.

3.2 INSTALLATION

A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.

B. Install toilet partitions and screens in spaces with operating, temperature controlled HVAC systems. Shield partitions and screens from direct sunlight.

C. Clearances: Install with clearances indicated on Drawings. Where clearances are not indicated, allow maximum 1/2 inch (13 mm) between pilasters and panels, and 1 inch (25 mm) between panels and walls.

D. Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than three brackets attached at midpoint and near top and bottom of panel. Locate wall brackets so holes for wall anchors occur in masonry or tile joints. Align brackets at pilasters with brackets at walls.

3.3 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open

approximately 15 degrees from closed position when unlatched. Set hinges on out-swinging doors [and doors in privacy screens] to return doors to fully closed position.

3.4 FINAL CLEANING

A. Remove packaging and construction debris and legally dispose of off-site.

B. Clean partition and screen surfaces with materials and cleansers in accordance with manufacturer's recommendations.

END OF SECTION 10 21 13

SECTION 10 51 00 LOCKERS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. 12’ wide x 18” Deep Standard Gear Metal Lockers.
   1. With standard panel door.

1.2 REFERENCES

A. IBC - International Building Code.

1.3 SUBMITTALS

A. Submit under provisions of Section 013300.

B. Product Data - Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Shop Drawings: Prepared specifically for this project; show dimensions of lockers and interface with other products.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns. .

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer shall have a Quality System in place to ensure and be able to substantiate that manufactured units conform to requirements and match the approved design and must be ISO 9001:2015 certified.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Locker components shall be stored flat, if shipped unassembled, until assembly. All finishes shall be protected from soiling and damage during handling.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 WARRANTY

A. Manufacturer's standard warranty to repair or replace components of locker products that fail in materials or workmanship within 3 years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Salsbury Industries, 18300 Central Avenue, Carson, CA 90746-4008; Toll Free Telephone: 1-800-LOCKERS (1-800-562-5377); Fax: 1-800-562-5399; Email: salsbury@lockers.com; Website: www.lockers.com or approved equal.

2.2 LOCKERS

12-inch wide standard gear metal lockers: Constructed of 16 gauge steel; durable powder coated finish; includes a lift up handle and recessed hasp for added security; can accommodate built-in combination locks, built-in key locks, factory installed resettable combination locks, combination padlocks or key padlocks.

A. 12-inch Wide Standard Gear Metal Locker Models:
   1. 71024: Solid door panel.
B. Unit Width: 12 inches (610 mm).
C. Unit Height: 72 inches (1,828 mm).
D. Unit Depth: 18 inches (610 mm).
E. Unit Assembly:
   1. Assembled units.
F. Unit Color:
   1. Color from standard color selections: Gray, Tan, or Blue.

2.3 INTERIOR EQUIPMENT

A. Standard Hardware Features:
   1. One padlock hasp.
   2. One 12 inch wide x 12-1/2 inch high x 13-3/4 inch deep top storage compartment.
   3. Four wall-mounted, single-prong stainless steel coat hooks.
   4. One stainless steel coat rod.
   5. Five knuckle door hinges.
   6. One 13-3/4 inch deep upper shelf.
   7. One 14 inch high foot locker with a hinged lid, vented front panel and padlock hasp.

2.4 ACCESSORY EQUIPMENT

A. Built-In Locks
   1. Built-in combination locks.
   2. Built-in keyed locks.
   3. Factory installed resettable combination locks.

B. Padlocks
   1. Combination padlocks.
   2. Keyed padlocks.

C. Master keys:
   1. Master control key for built-in combination locks.
   2. Master control key for built-in keyed locks.
   3. Master control key for combination padlocks.

D. Engraved name/number plates.

2.5 CONSTRUCTION

A. Locker Doors: Steel specially formed for added strength and rigidity and to ensure tight joints at fastening points.
   1. Door:
      a. 16 gauge - .060 inch (1.52 mm) thick steel.
      b. Holes provided for attaching number plates.
   2. Ventilation:
      a. Solid facing.
      b. Top storage compartment: Solid facing.
      c. Foot locker compartment: Ventilated facing.
   3. Single-point latching:

B. Locker Body: Solid steel specially formed for added strength and rigidity and to ensure tight joints at fastening points.

C. Hinges:
   1. Outer door hinges: 0.074 inch (1.88 mm) thick sheet steel, double spun, full loop, tight pin, projection welded to door frame and securely fastened to doors; three 2 inch (51 mm) high five-knuckle hinges installed on outer door

D. Optional factory assembly of locker bodies using heavy duty steel rivets.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturers installation instructions.

B. Anchor the units to the wall studs through the locker back and to the floor.

C. Lockers to be on wood bases. Floor or base shall be level for proper installation.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 10 51 00

SECTION 12 35 00 - SPECIALTY CASEWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Wood Cabinetry:
   1. Door Style: Sarnia RTF.

1.2 REFERENCES

A. American National Standards Institute (ANSI).

B. California Air Resources Board (CARB).

C. Kitchen Cabinet Manufacturers Association (KCMA).

1.3 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Shop Drawings: Indicate type, location, size, and hand of each component. Include requirements for blocking and relationship with adjacent construction.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing the manufacturer's full range of available colors.

E. Verification Samples: For each finish product specified, two samples, minimum size 5-1/2 inches (140 mm) long representing actual product, color, and patterns.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum twenty years' experience manufacturing similar products.

B. Installer Qualifications: Minimum two years' experience installing similar products.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits

recommended by manufacturer for optimum results. Do not store or install products under environmental conditions outside manufacturer's recommended limits.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Grandview Cabinetry or equal which is located at:
1601 Superior Dr.
Parsons, KS 67357
Toll Free Tel: 800-247-9105
Tel: 620-421-6950
Fax: 620-421-4211
Email: request info (bidrequests@grandviewcabinetry.com);Web:https://grandviewcabinetry.com

B. Requests for substitutions will be considered in accordance with the provisions of Section 01 60 00 - Product Requirements.

2.2 DOOR STYLES

A. Style: Sarnia RTF.
1. Door: 3/4 inch (19 mm) 1-piece rigid thermofoil adhered to MDF.
2. Drawer Front: 3/4 inch (19 mm) 1-piece rigid thermofoil adhered to MDF.
3. Finish: Husk thermofoil.

2.3 CABINET CASE

A. Cabinet Case: Standard-Series as manufactured by Grandview Cabinetry based in Parsons, KS.
1. Face Frames:
   a. Construction: Frame members are fastened together using pocket screws and glue.
   b. Horizontal Rails: 3/4 inch (19 mm) kiln dried hardwood.
   c. Vertical Stiles: 3/4 inch (19 mm) kiln dried hardwood.
2. Cabinet Ends:
   a. Exposed Ends: 1/2 inch (13 mm), premium furniture board.
   b. Wall Cabinet Ends: Dado-fitted to receive tops and bottoms and predrilled for adjustable shelves.
   c. Base Cabinet Ends: Dado-fitted to receive bottoms and predrilled for adjustable shelves.
3. Wall Cabinet Shelving:
   a. Shelving: 3/4 inch (19 mm) premium furniture board edge-banded with PVC tape and fully adjustable in all wall cabinets.
   b. Base Shelf: Half depth, fully adjustable; no shelving in sink base.
4. Wall Cabinets Top and Bottom: Not less than 1/2 inch (13 mm) premium furniture board; let into sides and face frame. Joints glued.
5. Base Cabinet Floors: 1/2 inch (13 mm) premium furniture board; let into sides and face frame. Joints glued and nailed.
6. Cabinet Backs: 1/8 inch (3 mm) printed high density fiberboard (HDF), printed to match cabinet interior.

7. Door Hinges:
    a. Fully concealed, 6-way adjustable.
    b. Fully concealed, 6-way adjustable with Soft Close.
8. Finish: Wooden doors, drawer fronts, and face frames are finished with a catalyzed conversion varnish sealer for superior adhesion, resistance to yellowing, and excellent durability. All exposed interior ends, shelving, tops, and bottoms are laminated for durability and ease of cleaning.
9. Testing: Cabinet tested and certified by Kitchen Cabinet Manufacturers Association (Spec. ANSI/KCMA 161.1).

B. Cabinet Body: PLYWOOD - SERIES as manufactured by Grandview Cabinetry based in Parsons, KS or equal.
1. Face Frames:
    a. Construction: Frame members are fastened together using pocket screws and glue.
    b. Horizontal Rails: 3/4 inch (19 mm) kiln dried hardwood.
    c. Vertical Stiles: 3/4 inch (19 mm) kiln dried hardwood.
2. Cabinet Ends:
    a. Exposed Ends: 1/2 inch (13 mm) plywood.
    b. Wall Cabinet Ends: Dado-fitted to receive tops and bottoms and predrilled to receive adjustable shelves.
    c. Base Cabinet Ends: Dado-fitted to receive bottoms and predrilled for adjustable shelves.
3. Wall Cabinet and Base Cabinet Shelving:
    a. Shelving: 3/4 inch (19 mm) plywood, edge-banded with PVC tape and fully adjustable in wall cabinets.
    b. Base Shelf: Half depth, fully adjustable; no shelving in sink base.
4. Wall Cabinets Top and Bottom: 1/2 inch (13 mm) plywood, let into sides and face frame. Joints glued.
5. Base Cabinet Floors: 1/2 inch (13 mm) laminated plywood, let into sides and face frame. Glued joints.
6. Cabinet Backs: 1/8 inch (3 mm) printed high density fiberboard (HDF), printed to match cabinet interior.
7. Door Hinges:
    a. Fully concealed, 6-way adjustable
    b. Fully concealed, 6-way adjustable with Soft Close.
8. Finish: Wooden doors, drawer fronts, and face frames are finished with a catalyzed conversion varnish sealer for superior adhesion, resistance to yellowing, and excellent durability. All exposed interior ends, shelving, tops, and bottoms are laminated for durability and ease of cleaning.
9. Testing: Cabinet tested and certified by Kitchen Cabinet Manufacturers Association (Spec. ANSI/KCMA 161.1).

2.4 DRAWER BOX CONSTRUCTION

A. Drawer Box Construction: Upgrade III; Wood Dovetail Soft Close Drawer.
1. Drawer Header, Slab: Solid hardwood, dovetail joinery construction, top coated; 4 sides.
2. Bottom: 5.2 mm plywood, inlet on 4 sides.
3. Drawer Box Sides: Four-sided, constructed of 5/8 inch (16 mm). hardwood.

4. Joints: Dovetailed and glued.
5. Glides: Under-mounted, steel, full extension, soft close glide, weight capacity 80 lbs (36.3 kg) dynamic, 100 lbs (45.4 kg) static.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until the substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 12 35 00

SECTION 13 34 00 – MODULAR BUILDING (FABRICATED STRUCTURE)

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Section Includes: Permanent modular building including complete building, structural, building envelope, interior finishes, and integrated mechanical, electrical, and plumbing (MEP) systems designed and delivered on site.

1.2 REFERENCES

A. International Building Code 2024 NJ Edition, NJ Uniform Construction Code, ADA Guidelines

B. International Code Council (ICC) / Modular Building Institute (MBI):

1. ICC/MBI Standard 1200: Standard for Off-Site Construction: Planning, Design, Fabrication, and Assembly.

2. ICC/MBI Standard 1205: Standard for Off-Site Construction: Inspection and Regulatory Compliance.

B. American Society for Testing and Materials (ASTM): Various structural, insulation, and finish testing criteria.

1.3 SUBMITTALS

A. A. Product Data: Manufacturer's product specifications, construction details, and data sheets for all materials and equipment.

B. Shop Drawings: Provide detailed plans, specifications, and calculations signed and sealed by a professional engineer licensed in the state of New Jersey and a professional architect licensed in the state of New Jersey for the project. Submittals shall include floor plans, building sections, details, schedules, layout, module connections, lifting details, foundation interfaces, structural load calculations, and mechanical, electrical, and plumbing systems detailed for Engineer and Township approval and local building permit application and issuance of the local construction permit. Perform third party construction inspections during construction of the modular building off site and provide evidence and signed documents indicating such inspections were performed off site and provide an Industrialized Building Commission label indicating the modular building units passed the required inspections.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm with minimum 10 years documented experience in off-site modular construction fabrication with third-party quality control certification program.

1.5 WARRANTY

A. Seller warrants to Buyer that materials and equipment furnished by seller will be of good quality and new (factory built) and free of defects for a period of one (1) year from the date of delivery of the equipment. Seller assigns to the buyer all assignable manufacturers' warranties subject to the specific manufacturer's warranty provisions and time period.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers: Provide standard industrial/commercial modular fabricators matching project performance metrics as manufactured by Willscot or approved equal. Willscot of Scottsdale, AZ., contact Christian Riedinger 908-561-5033, email christian.riedinger@willscot.com.

2.2 PRODUCTS

A. Module Dimensions / Complex Base
B. Three (3) 11’-8” x 70’ Modules
C. Occupancy: Business
D. IBC/NJ State/Code Requirements/Insignias
E. 130 MPH Wind Speed

2.3 CHASIS

A. 96" On Center outriggers (UT12)
B. Outrigger with 95.5" I-Beam Spacing "I"-Beam Will Be Sized as Required.
C. Axle Quantity Will Be Calculated as Required. Tires, Hitches to be Removed.

2.4 FLOOR

A. Bottom Board Material Has Nylon Impregnation
B. 2" x 8" Floor Joist @ 16" O.C.
C. 3/4" Plywood / Advantech Floor Sheathing/Decking
D. VCT Vinyl Composite Tile Throughout, 12” x 12” x 1/8”

2.5 WALL SECTION

A. Interior Wall Height: 8'4"
B. 1.00 Double Top-Plate on Exterior Walls, 2" x 6" Exterior Wall Height: 8'-4", 5/8" Type "X" Gypsum.
C. Interior Trim Package: Standard Battens throughout with Vinyl Cove Base. Provide hurricane tie-down straps included installed from the FSSI factory.

2.6 DOORS

A. 36" x 80" Solid Cores, Steel Frames.
B. Refer to Hardware Specification for Door Hardware

2.7 ROOF/CEILING SECTION

A. Truss Spacing @ 24" O.C. (UT12w) Transverse Truss (Engineered Truss) Snow Load as Required.
B. Roof Load as Required, 7/16" x 4 x 8 EPDM underlayment
C. Roof Covering: 45 mil. Black EPDM

D. 9"peel & stick Black mate-line tape
E. Ceiling Finish: 2' x 2' T-grid Acoustical. Ceiling Finish Is 8'0" Above Finished Floor
F. 4-Layer 24" Ridge-Beam Construction, Constructed From 4-Layers Of 3/4" Structural Grade Plywood Installed as Required and Fastened as Per Approved Fastening Schedule.
G. No Overhang/Projection on the Roof, No attic ventilation is required. Provide hurricane tie-down straps installed from the FSSI factory.

2.8 CABINETS AND RELATED FURNISHINGS

A. Provide Quality Cabinets, Counters, and Related Furnishings, Refer to Plans and Specifications

2.9 EXTERIOR SECTION

A. Smart Panel Siding Prime Caoted from Factory and Painted and Installed as Per Applicable Requirements on standard House Wrap on Exterior Plywood Sheathing 5/8” thick.

2.10 WINDOWS SECTION

A. Provide Vinyl Mini-Blinds throughout on 30” x 54” White Vinyl Frame & Low E Insulated/Tempered Glass.

2.11 FRAMING

A. Steel: ASTM A500 Grade B/C structural steel tubing, or ASTM A36 hot-rolled structural steel shapes, factory finished with heavy-duty corrosion resistant primer.

B. Wood Framing: Structural grade dimension lumber, SPF or Douglas Fir, kiln-dried, treating where required by code.

2.12 MECHANICAL & ELECTRICAL & PLUMBING INTEGRATION

A. General: All systems factory installed, pre-wired, and pre-piped up to the perimeter mating line configurations.

PART 3 - EXECUTION

3.1 EXAMINATION & PREPARATION

A. Verify that site foundations, anchor bolts, and field utility connection locations conform to certified manufacturing interface tolerances before delivering modular units.

3.2 ERECTION / INSTALLATION

A. Crane-hoist and position modules in accordance with the manufacturer's engineering installation sequence plan.

B. Fasten mating line seals and structural connection plates tightly to ensure a complete continuous wind, moisture, and thermal envelope.

3.3 TESTING AND CLEANING

A. Conduct system testing for MEP connections after site integration. Provide complete exterior and interior touch-ups of factory finishes.

END OF SECTION 13 34 00

SECTION 31 05 13 - SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Subsoil materials.
   2. Topsoil materials.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Subsoil:
   1. Basis of Payment: Includes excavating existing subsoil, supplying subsoil materials, and stockpiling.

B. Topsoil:
   1. Basis of Payment: Includes excavating existing topsoil, supplying topsoil materials, and stockpiling.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

1.4 SUBMITTALS

A. Samples: Submit, in air-tight containers10 lb sample of each type of fill to testing laboratory.

B. Materials Source: Submit name of imported materials source.

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NJDOT Standard Specifications for Road and Bridge Construction, Section 804, as currently amended.

B. Maintain one (1) copy on site.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 SUBSOIL MATERIALS

A. Subsoil Type S1: Conforming to NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

2.3 TOPSOIL MATERIALS

A. Topsoil Type S3: Conforming to NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

2.4 ON-GRADE PLANTING MIXTURE

A. 1. Shall be a mixture by volume of the following materials in quantities specified: 20% peat moss, 70% topsoil, 10% course sand. Add 5 pounds of 0-20-20 fertilizer per cubic yard of planting mixture.

B. Offsite Topsoil: If on-site topsoil is insufficient in quantity to provide specified thickness, provide topsoil from approved off-site sources as required to complete the work. Off-site topsoil shall meet the following minimum requirements.

1. Topsoil shall be fertile, friable, well drained, pH range of 6.0 to 6.5, free of sub-soil, toxic substances harmful to plant growth without clay lumps, stones, roots or debris. Analysis of content shall be as follows:

(a)	Sand	- 35% to 40%
(b)	Clay	- 15% to 20%
(c)	Organic Matter	- 2% - 10% max.
(d)	Silt	Balance

2. The contractor shall be responsible for the screening of topsoil should the topsoil warrant the need. The topsoil will be tested for both the physical composition and the chemical properties.

2.5 SOURCE QUALITY CONTROL

A. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698.

B. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.

C. When tests indicate materials do not meet specified requirements, change material and retest.

D. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials

C. Remove excess excavated materials not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for subsoil and topsoil from site.

3.2 STOCKPILING

A. Stockpile materials on site at locations indicated by Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Stockpile topsoil 8 feet high maximum.

E. Prevent intermixing of soil types or contamination.

F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

G. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION 31 05 13

SECTION 31 05 16 - AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Coarse aggregate materials.
   2. Fine aggregate materials.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Aggregate:
   1. Basis of Payment: Includes supplying aggregate materials, stockpiling.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
   2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
   2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
   5. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 SUBMITTALS

A. Samples: Submit, in air-tight containers, 10 lb. sample of each type of fill to testing laboratory.

B. Materials Source: Submit name of imported materials suppliers.

C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

B. Perform Work in accordance with NJDOT Standard Specifications for Road and Bridge Construction, Section 901, as currently amended.

C. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 COARSE AGGREGATE MATERIALS

A. Coarse Aggregate Type A1: Conforming to NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

2.3 FINE AGGREGATE MATERIALS

A. Fine Aggregate Type A5: Conforming to NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

2.4 SOURCE QUALITY CONTROL

A. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698.

B. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698.

C. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavate aggregate materials from on-site locations designated by Engineer as specified in Section 31 22 13.

B. Stockpile excavated material meeting requirements for coarse aggregate materials and fine aggregate materials.

C. Remove excess excavated materials not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for coarse aggregate materials and fine aggregate materials from site.

3.2 STOCKPILING

A. Stockpile materials on site at location designated by Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.

D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

E. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION 31 05 16

SECTION 31 10 00 - SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing surface debris.
   2. Removing designated paving, curbs, and sidewalks.
   3. Removing designated trees, shrubs, and other plant life.
   4. Removing abandoned utilities.
   5. Excavating topsoil.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Site Clearing:
   1. Basis of Payment: Includes clearing site, loading and removing waste materials from site, applying herbicide to designated plant life.

1.3 SUBMITTALS

A. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.4 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.5 QUALITY ASSURANCE

A. Conform to applicable code for environmental requirements, disposal of debris, burning debris on site, and use of herbicides.

B. Perform Work in accordance with State and local Public Work's standard.

C. Perform Work in accordance with NJDOT Standard Specifications for Road and Bridge Construction, Section 201.

D. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 MATERIALS

A. Herbicide: approved by authority having jurisdiction.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing plant life designated to remain is tagged or identified.

B. Identify waste area for placing removed materials.

3.2 PREPARATION

A. Call Local Utility Line Information service not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

A. Locate, identify, and protect utilities indicated to remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping.

C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

A. Clear areas required for access to site and execution of Work to minimum depth of 6 inches.

B. Remove trees and shrubs indicated. Remove stumps, main root ball, root system to depth of 6 inches, and surface rock.

C. Clear undergrowth and deadwood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

3.5 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Partially remove paving, curbs, and other existing features identified on the site plans. Neatly saw cut edges at right angle to surface.

C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.

D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

E. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

A. Excavate topsoil marked areas without mixing with foreign materials for use in finish grading.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material until disposal.

D. Remove excess topsoil not intended for reuse, from site.

3.7 SCHEDULES

A. Remove the following materials: See Site Plans

B. Protect the following materials: See Site Plans

END OF SECTION 31 10 00

SECTION 31 22 13 - ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating topsoil.
   2. Excavating subsoil.
   3. Cutting, grading, filling, rough contouring, compacting, and grading for future building pads.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Topsoil Fill Type:
   1. Basis of Payment: Includes excavating existing soil, supplying soil materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

B. Subsoil Fill Type:
   1. Basis of Payment: Includes excavating existing subsoil, supplying subsoil materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

C. Structural Fill Type:
   1. Basis of Payment: Includes excavating existing subsoil, supplying structural fill materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

D. Granular Fill Type:
   1. Basis of Payment: Includes supplying granular fill materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
   2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
   7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).

8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

A. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.

B. Materials Source: Submit name of imported materials suppliers.

C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with ASTM C136 and ASTM D2434.

B. Perform Work in accordance with State and local Public Work's standard.

C. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 MATERIALS

A. Topsoil: Type S3 as specified in Section 31 05 13.

B. Subsoil Fill: Type S1 as specified in Section 31 05 13.

C. Structural Fill: Type S1 as specified in Section 31 05 16.

D. Granular Fill: Type A1 as specified in Section 31 05 16.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.

3.2 PREPARATION

A. Call Local Utility Line Information service not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Identify required lines, levels, contours, and datum.

C. Notify utility company to remove and relocate utilities.

D. Protect utilities indicated to remain from damage.

E. Protect plant life, lawns, rock outcropping, and other features remaining as portion of final landscaping.

F. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material until disposal.

D. Remove excess topsoil not intended for reuse, from site.

3.4 SUBSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material until disposal.

D. Remove excess topsoil not intended for reuse, from site.

E. Stockpile excavated material in area designated on site in accordance with Section 31 05 13 and 31 05 16.

F. Benching Slopes: Horizontally bench existing slopes greater than 1: 4 to key placed fill material to slope to provide firm bearing.

G. Stability: Replace damaged or displaced subsoil as specified for fill.

3.5 FILLING

A. Fill areas to contours and elevations with unfrozen materials.

B. Place fill material in continuous layers and compact in accordance with schedule at end of this section.

C. Maintain optimum moisture content of fill materials to attain required compaction density.

D. Make grade changes gradual. Blend slope into level areas.

E. Repair or replace items indicated to remain damaged by excavation or filling.

F. Install Work in accordance with NJDOT Standards for Road and Bridge Construction as currently amended.

3.6 TOLERANCES

A. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

3.7 FIELD QUALITY CONTROL

A. Perform laboratory material tests in accordance with ASTM D698.

B. Perform in place compaction tests in accordance with the following:
   1. Density Tests: ASTM D1556.
   2. Moisture Tests: ASTM D3017.

C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.8 SCHEDULES

A. Structural Fill: See Site Plans

B. Previous Structural Fill: See Site Plans

C. Subsoil Fill: See Site Plans

D. Topsoil Fill: See Site Plans.

E. END OF SECTION 31 22 13

SECTION 31 23 16 - EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Soil densification.
   2. Excavating for paving, roads, and parking areas.
   3. Excavating for slabs-on-grade.
   4. Excavating for site structures.
   5. Excavating for landscaping.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Excavating Soil Materials:
   1. Basis of Payment: Includes general excavating to required elevations, loading and placing materials in stockpile. Over Excavating: Payment will not be made for over excavated work or for replacement materials.

1.3 REFERENCES

A. Local utility standards when working within 24 inches of utility lines.

1.4 SUBMITTALS

A. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

B. Shop Drawings: Indicate soil densification grid for each size and configuration footing requiring soils densification.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NJDOT Standards for Road and Bridge Construction, as currently required.

B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of New Jersey.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 PREPARATION

A. Call Local Utility Line Information service not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Identify required lines, levels, contours, and datum.

C. Notify utility company to remove and relocate utilities.

D. Protect utilities indicated to remain from damage.

E. Protect plant life, lawns, rock outcroppings, and other features remaining as portion of final landscaping.

F. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.2 SOIL DENSIFICATION - VIBRO-COMPACTION

A. Vibro-compact substrates below footing bearing surfaces for footings as indicated on Drawings before excavating site.

B. Densify existing subsoils with relative density rating of compact to dense to attain relative density rating of very dense.

C. Densification Equipment:
   1. Depth Vibrator: Poker type with follower tubes with visible marking every 12 inches to enable insertion depth measurement.
   2. Motion: radial in horizontal plane.
   3. Data Acquisition System: Record amps or pressure of the vibrator motor over time and depth.

D. Perform densification in presence of Geotechnical Engineer directly under each footing with vibrator inserted in grid pattern at maximum 6 feet on center.
   1. Arrange compaction grid for each footing for maximum number of insertion points and with outermost insertion points within the bearing area of footings.
   2. Adjust compaction grid arrangement and spacing as directed by Geotechnical Engineer to achieve required densification.

E. Insert vibrator to maximum specified depth. Densify soils for 30 seconds or other time as directed by Geotechnical Engineer. Withdraw vibrator every 12 inches increments and repeat densification at each increment.
   1. When subsurface obstruction prevents vibrator insertion to specified depth, request instructions from Geotechnical Engineer to compensate for obstruction.

F. Tolerances:
   1. Maximum Deviation from Center of Completed Compaction: 8 inches from indicated position.
   2. Maximum Deviation from Vertical: 4 degrees during vibrator insertion.

3.3 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Excavate subsoil to accommodate slabs-on-grade, paving, and site structures, and construction operations.

C. Excavate to working elevation for piling work.

D. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 31 23 23 and Section 31 23 17.

E. Slope banks with machine to angle of repose or less until shored.

F. Do not interfere with 45 degree bearing splay of foundations.

G. Grade top perimeter of excavation to prevent surface water from draining into excavation.

H. Trim excavation. Remove loose matter.

I. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume. Remove larger material as specified in Section 31 23 23.

J. Notify Architect/Engineer of unexpected subsurface conditions.

K. Correct areas over excavated with as directed by Architect/Engineer.

L. Remove excess and unsuitable material from site.

M. Stockpile excavated material in area designated on site in accordance with Section 31 05 13 and 31 05 16.

N. Repair or replace items indicated to remain damaged by excavation.

3.4 FIELD QUALITY CONTROL

A. Request inspection of excavation and controlled fill operations in accordance with applicable code.

B. Request visual inspection of bearing surfaces by inspection agency before installing subsequent work.

3.5 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION 31 23 16

SECTION 31 23 17 - TRENCHING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating trenches for utilities.
   2. Compacted fill from top of utility bedding to subgrade elevations.
   3. Backfilling and compaction.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Trenching:
   1. Basis of Payment: Includes excavating to required elevations, protecting excavation, and stockpiling excavated materials, and removing excavated materials from site. Over Excavating: Payment is not made for over excavated work or for replacement materials.

B. Subsoil Fill:
   1. Basis of Payment: Includes furnishing fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

C. Structural Fill:
   1. Basis of Payment: Includes furnishing fill material, stockpiling, shaping substrate surface, placing where required, and compacting.

D. Granular Fill:
   1. Basis of Payment: Includes furnishing fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

E. Concrete Fill:
   1. Basis of Payment: Includes furnishing materials, forming, mixing and placing where required, and curing.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.5 SUBMITTALS

A. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

B. Product Data: Submit data for geotextile fabric indicating fabric and construction.

C. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.

D. Materials Source: Submit name of imported fill materials suppliers.

E. Manufacturer's Certificate: Certify products meet or exceed specified requirements

1.6 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with NJDOT Standards Specifications for Road and Bridge Construction, as currently amended.

B. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of New Jersey

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 COORDINATION

A. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Subsoil Fill: Type S1 as specified in Section 31 05 13.

B. Structural Fill: Type S1 as specified in Section 31 05 13 and 31 05 16.

C. Granular Fill: Type A1 as specified in Section 31 05 16.

D. Concrete: Structural concrete as specified in Section 03 30 01

2.2 ACCESSORIES

A. Manufacturers: See Site Plans

PART 3 EXECUTION

3.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

3.2 LINES AND GRADES

A. Lay pipes to lines and grades indicated on Drawings.
   1. Architect/Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.

B. Use laser-beam instrument with qualified operator to establish lines and grades.

OR

C. Maintain grade alignment of pipe using string line parallel with grade line and vertically above centerline of pipe.
   1. Establish string line on level batter boards at intervals of not more than 25 feet.
   2. Install batter boards spanning trench, rigidly anchored to posts driven into ground on both sides of trench.
   3. Set three adjacent batter boards before laying pipe to verify grades and line.
   4. Determine elevation and position of string line from elevation and position of offset points or stakes located along pipe route.
   5. Do not locate pipe using side lines for line or grade.

3.3 PREPARATION

A. Call Local Utility Line Information service not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Identify required lines, levels, contours, and datum locations.

C. Protect plant life, lawns, rock outcropping, and other features remaining as portion of final landscaping.

D. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

E. Maintain and protect above and below grade utilities indicated to remain.

F. Establish temporary traffic control and detour when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.4 TRENCHING

A. Excavate subsoil required for utilities to utility service.

B. Remove lumped subsoil, boulders, and rock up of 1/6 cubic yard, measured by volume.

C. Perform excavation within 24 inches of existing utility service in accordance with utility's requirements.

D. Do not advance open trench more than 200 feet ahead of installed pipe.

E. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.

F. Excavate bottom of trenches maximum 2 feet wider than outside diameter of pipe.

G. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe utilities

H. Do not interfere with 45 degree bearing splay of foundations.

I. When Project conditions permit, slope side walls of excavation starting 2 feet above top of pipe. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this section.

J. When subsurface materials at bottom of trench are loose or soft, Engineer until suitable material is encountered.

K. Cut out soft areas of subgrade not capable of compaction in place. Backfill and compact to density equal to or greater than requirements for subsequent backfill material.

L. Trim excavation. Hand trim for bell Remove loose matter.

M. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by Engineer.

N. Remove excess subsoil not intended for reuse, from site.

O. Stockpile excavated material in area designated on site in accordance with Section 31 05 13 and 31 05 16.

3.5 SHEETING AND SHORING

A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.

B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.

C. Design sheeting and shoring to be left in place as part of the completed Work, cut off minimum 18 inches below finished grade.

OR

D. Design sheeting and shoring to be removed at completion of excavation work.

E. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.

F. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.6 BACKFILLING

A. Backfill trenches to contours and elevations with unfrozen fill materials.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

C. Place geotextile fabric over Fill Type prior to placing subsequent fill materials.

D. Place fill material in continuous layers and compact in accordance with schedule at end of this section.

OR

E. Place material in continuous layers as follows:
   1. Subsoil Fill: Maximum 8 inches compacted depth.
   2. Structural Fill: Maximum 6 inches compacted depth.
   3. Granular Fill: Maximum 6 inches compacted depth.

F. Employ placement method that does not disturb or damage foundation perimeter drainage utilities in trench.

G. Maintain optimum moisture content of fill materials to attain required compaction density.

H. Do not leave more than 50 feet of trench open at end of working day.

I. Protect open trench to prevent danger to the public.

3.7 TOLERANCES

A. Top Surface of Backfilling Under Paved Areas: Plus or minus 0.5 inches, 0.04 feet from required elevations.

B. Top Surface of General Backfilling: Plus or minus 1 inch, 0.8feet from required elevations.

3.8 FIELD QUALITY CONTROL

A. Perform laboratory material tests in accordance with ASTM D698.

B. Perform in place compaction tests in accordance with the following:
   1. Density Tests: ASTM D1556.
   2. Moisture Tests: ASTM D3017.

C. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.

3.9 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.10 SCHEDULE

A. Storm and Sanitary Piping: See Site Plans

B. Duct Bank: See Site Plans

END OF SECTION 31 23 17

SECTION 31 23 23 - FILL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Backfilling site structures to subgrade elevations.
   2. Fill under slabs-on-grade.
   3. Fill under paving.
   4. Fill for over-excavation.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Fill Type:
   1. Basis of Payment: Includes supplying fill materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

B. Structural Fill:
   1. Basis of Payment: Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

C. Concrete Fill:
   1. Basis of Payment: Includes supplying fill material, forming, mixing and placing where required, and curing.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

A. Product Data: Submit data for geotextile fabric indicating fabric and construction.

B. Samples: Submit, in air-tight containers, 10 lb sample of each type to testing laboratory.

C. Materials Source: Submit name of imported fill materials suppliers.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NJDOT Standard Specification for Road and Bridge Construction, as currently amended.

B. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – not used

2.2 FILL MATERIALS

A. Subsoil Fill: Type S1 as specified in Section 31 05 13.

B. Structural Fill: Type S1 as specified in Section 31 05 13 and 31 05 16.

C. Granular Fill: Type A1 as specified in Section 31 05 16.

D. Concrete: Structural concrete as specified in Section 03 30 00.

2.3 ACCESSORIES

A. Manufacturers: See Site Plans

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.

B. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.

C. Verify structural ability of unsupported walls to support loads imposed by fill.

3.2 PREPARATION

A. Compact subgrade to density requirements for subsequent backfill materials.

B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill and compact to density equal to or greater than requirements for subsequent fill material.

C. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.3 BACKFILLING

A. Backfill areas to contours and elevations with unfrozen materials.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

C. Place geotextile fabric over fill prior to placing next lift of fill.

D. Place material in continuous layers as follows:
   1. Subsoil Fill: Maximum 8 inches compacted depth.
   2. Structural Fill: Maximum 6 inches compacted depth.
   3. Granular Fill: Maximum 6 inches compacted depth.

E. Employ placement method that does not disturb or damage other work.

F. Maintain optimum moisture content of backfill materials to attain required compaction density.

G. Backfill against supported foundation walls and do not backfill against unsupported foundation walls.

H. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

I. Make gradual grade changes. Blend slope into level areas.

J. Remove surplus backfill materials from site.

K. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

A. Top Surface of Backfilling Under Paved Areas: Plus or minus 6 inches from required elevations.

B. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

A. Perform laboratory material tests in accordance with ASTM D698.

B. Perform in place compaction tests in accordance with the following:
   1. Density Tests: ASTM D1556 or ASTM D2922.
   2. Moisture Tests: ASTM D3017.

C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

D. Proof roll compacted fill surfaces under slabs-on-grade, pavers, and paving.

3.6 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic.

3.7 SCHEDULE

A. Interior Crawl Spaces: See Site Plans

B. Interior Slab-On-Grade: See Site Plans.

C. Exterior Side of Retaining Walls: See Site Plans

D. Underground Tanks: See Site Plans

E. Fill Under Grass Areas: See Site Plans

F. Fill Under Landscaped Areas: See Site Plans

G. Fill For Berming: See Site Plans

H. Fill for French Drains: See Site Plans

I. Fill Under Interlocking Pavers: See Site Plans

J. Fill Under Asphalt and Concrete Paving: See Site Plans

K. Planter Boxes: See Site Plans

L. Fill to Correct Over-excavation: See Site Plans

M. Fill Over Drainage Piping Gravel Cover: See Site Plans

N. Fill Over Excavation of Material: See Site Plans

END OF SECTION 31 23 23

SECTION 32 05 16 - AGGREGATES FOR EXTERIOR IMPROVEMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Coarse aggregate materials.
2. Fine aggregate materials.

B. Related Sections:

1. Section 31 05 16 - Aggregates for Earthwork.
2. Section 31 22 13 - Rough Grading.
3. Section 31 23 17 - Trenching.
4. Section 31 23 23 - Fill.
5. Section 32 11 23 - Aggregate Base Courses.
6. Section 33 12 19 – Water Utility Distribution Fire Hydrants.
7. Section 33 31 00 - Sanitary Utility Sewerage Piping.
8. Section 33 51 00 - Natural-Gas Distribution.
9. Geotechnical report; bore hole locations and findings of subsurface materials.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Aggregate:

1. Basis of Measurement: By cubic yard.
2. Basis of Payment: Includes supplying aggregate materials, stockpiling.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

2. ASTM D448 - Standard Classification for Sizes of Aggregate for Road and Bridge Construction
3. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb./ft3 (600 kN-m/m3).
4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3).
5. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
6. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 SUBMITTALS

A. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.

B. Materials Source: Submit name of imported materials suppliers.

C. Manufacturer's Certificate: Certify Product meet or exceed specified requirements.

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

B. Perform Work in accordance with New Jersey The Township of Monroe standards.

C. Maintain one copy of each document on site.

PART 2 - PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 COARSE AGGREGATE MATERIALS

A. Coarse Aggregate Type A1 Conforming to New Jersey The Township of Monroe standard.

1. Percent Passing per Sieve Size:

a.	1 Inch	100
b.	3/4 Inch	95 to 100
c.	1/2 Inch	75 to 100

d.	3/8 Inch	55 to 85
e.	No. 4	35 to 60
f.	No. 16	15 to 35
g.	No. 50	10 to 25
h.	No. 200	Zero to 10

2.3 FINE AGGREGATE MATERIALS

A. Fine Aggregate Type A5: Conforming to New Jersey Township of Monroe standards.

1. Percent Passing per Sieve Size:

a.	No. 4	100
b.	No. 16	10 to 100
c.	No. 50	5 to 90
d.	No. 100	4 to 30

2.4 SOURCE QUALITY CONTROL

A. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698.

B. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698.

C. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Excavate aggregate materials from on-site locations as specified in Section 312213.

B. Stockpile excavated material meeting requirements for coarse aggregate materials and fine aggregate materials.

C. Remove excess excavated materials not intended for reuse, from site.

D. Remove excavated materials not meeting requirements from site.

3.2 STOCKPILING

A. Stockpile materials on site at locations indicated.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.

D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

E. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION 32 05 16

SECTION 32 11 23 - AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aggregate subbase.
   2. Aggregate base course.

1.2 LUMP SUM - MEASUREMENT AND PAYMENT

A. Aggregate Subbase:
   1. Basis of Payment: Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

B. Aggregate Base Course:
   1. Basis of Payment: Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.

B. ASTM International:
   1. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   2. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   3. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   4. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
   5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

A. Product Data:
   1. Submit data for geotextile fabric and herbicide.

B. Samples: Submit, in air-tight containers, 10 lb sample of each type of aggregate fill to testing laboratory.

C. Materials Source: Submit name of aggregate materials suppliers.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

B. Perform Work in accordance with State and local Public Work's standard.

C. Maintain once copy of each document on site.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 AGGREGATE MATERIALS

A. Subbase Aggregate: ASTM D2940; graded type.

Sieve Size	Percent Passing
2 inches	100
No. 4	30 to 60
No. 200	0 to 12

B. Base Aggregate: ASTM D2940; graded type.

Sieve Size	Percent Passing
2 inches	100
1-1/2 inches	95 to 100
3/4 inches	70 to 92
3/8 inches	50 to 70
No. 4	35 to 55
No. 30	12 to 25
No. 200	0 to 8

OR

2.3 AGGREGATE MATERIALS

A. Coarse Aggregate: Fill Type A1 as specified in Section 32 05 16.

2.4 ACCESSORIES

A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify compacted substrate is dry and ready to support paving and imposed loads.
   1. Proof roll substrate in minimum two perpendicular passes to identify soft spots.
   2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23.

B. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

A. Install geotextile fabric over subgrade in accordance with manufacturer's instructions.
   1. Lap ends and edges minimum 6 inches.
   2. Anchor fabric to subgrade when required to prevent displacement until aggregate is installed.

B. Place aggregate equal thickness layers to total compacted thickness indicated on Drawings.
   1. Maximum Layer Compacted Thickness: 8 inches.
   2. Minimum Layer Compacted Thickness: 4 inches.

C. Roller compact aggregate to 95 percent maximum density

D. Level and contour surfaces to elevations, profiles, and gradients indicated.

E. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.

F. Maintain optimum moisture content of fill materials to attain specified compaction density.

G. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

A. Maximum Variation from Flat Surface: ½ inch measured with 10 foot straight edge.

B. Maximum Variation From Thickness: ¼ inch.

C. Maximum Variation from Elevation: ½ inch.

3.5 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D698.

B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

C. Frequency of Tests: One test for every 1000 square yards of each layer compacted aggregate.

3.6 COMPACTION

A. Compact materials to 98 percent of maximum density as determined from test strip, in accordance with ASTM D2940.

3.7 SCHEDULES

A. Asphalt Paving Base Course: See Site Plans.

B. Concrete Paving Base Course: See Site Plans.

END OF SECTION 32 11 23

SECTION 32 13 13 - CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aggregate subbase and base course.
   2. Concrete paving for:
      a. Concrete sidewalks.
      b. Concrete stair steps.
      c. Concrete integral curbs and gutters.
      d. Concrete median barriers.
      e. Concrete parking areas and roads.

1.2 PRICE AND PAYMENT PROCEDURES

A. Aggregate Base Course:
   1. Basis of Payment: Includes supplying fill material (if necessary), stockpiling, scarifying substrate surface, placing where required, and compacting.

B. Concrete Paving:
   1. Basis of Payment: Includes forms, reinforcing, concrete, accessories, placing, finishing, curing, and testing.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
   1. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

B. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.

C. ASTM International:
   1. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
   2. ASTM A185/A185M - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
   3. ASTM A497/A497M - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
   4. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
   5. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
   6. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
   7. ASTM A775/A775M - S Standard Specification for Epoxy-Coated Steel Reinforcing Bars.

8. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
9. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
10. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
11. ASTM C33 - Standard Specification for Concrete Aggregates.
12. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
13. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
14. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
15. ASTM C150 - Standard Specification for Portland Cement.
16. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
17. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
18. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
19. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
20. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
21. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
22. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
23. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
24. ASTM C979 - Standard Specification for Pigments for Integrally Colored Concrete.
25. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
26. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
27. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
28. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
29. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
30. ASTM C1371-2004a - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
31. ASTM C1549-2004 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
32. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
33. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
34. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
35. ASTM E408-1971(1996)e1 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
36. ASTM E903-1996 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
37. ASTM E1918-1997 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.

38. ASTM E1980-2001 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.4 PRE-INSTALLATION MEETINGS

A. Convene minimum one week prior to commencing work of this section.

1.5 SUBMITTALS

A. Product Data:
   1. Submit data on concrete materials, joint filler, admixtures, and curing compounds.

B. Samples: Submit two sample panels, 8 x 8-inch size illustrating exposed aggregate finish.

C. Design Data:
   1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
      a. Hot and cold weather concrete work.
   2. Identify mix ingredients and proportions, including admixtures.
   3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.

D. Source Quality Control Submittals: Indicate results of factory tests and inspections.

1.6 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.

B. Obtain cementitious materials from same source throughout.

C. Perform Work in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

D. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

B. Installer: Company specializing in performing work of this section with minimum 5 years documented experience.

1.9 MOCKUP

A. Construct mockup, including paving, joints, surface texture, and exposed aggregate.

B. Locate where indicated on Drawings.

C. Incorporate accepted mockup as part of Work.

1.10 AMBIENT CONDITIONS

A. Do not place concrete when base surface temperature is less than 40 degrees F or surface is wet or frozen.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 AGGREGATE BASE COURSE

A. Aggregate Base Course: As specified in Section 32 11 23

2.3 CONCRETE PAVING

A. Performance / Design Criteria:
   1. Paving: Design for sidewalks.

B. Form Materials:
   1. Form Materials: Conform to ACI 301.

C. Reinforcement:
   1. Welded Plain Wire Fabric: ASTM A185/A185M; in flat sheets; epoxy coated finish.
   2. Dowels: ASTM A615/A615M; 75 ksi yield strength, plain steel bars; cut to length indicated on Drawings, square ends with burrs removed; epoxy coated finish.
   3. Tie Wire: Minimum 16 gage annealed type, epoxy coated.
   4. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

D. Concrete Materials:
   1. Concrete Materials: Provide in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.
   2. Chemical Admixture: ASTM C494/C494M.
      a. Type D - Water Reducing and Retarding.
   3. Fly Ash: ASTM C618.
   4. Slag: ASTM C989; ground granulated blast furnace slag.
   5. Plasticizing: ASTM C1017/C1017M Type I, plasticizing
   6. Color Pigment: ASTM C979; mineral oxides, alkali and fade resistant.
   7. Stamped Concrete (Alternate 3 if and where required) color hardener, release agent, and related stamping materials shall be manufactured by Sika Corp.
      a. Base Color: Sika Color Hardener No. U34 – Brick Red
      b. Release Color: Sika Release Agent No. R26 – Cape Cod Gray

2.4 FABRICATION

A. Fabricate reinforcing in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

B. Form standard hooks for 180-degree bends, 90 degree bend, and seismic hooks as indicated on Drawings.

2.5 MIXES

A. Concrete Mix - By Performance Criteria:
   1. Mix and deliver concrete in accordance with ASTM C94/C94M, Option A.

B. Concrete Mix - By Prescriptive Criteria:
   1. Mix and deliver concrete in accordance with ASTM C94/C94M, Option B.

2.6 FINISHES

A. Shop Finishing - Reinforcement:
   1. Galvanized Finish for Steel Bars: ASTM A767/A767M, hot dip galvanized after fabrication.
   2. Epoxy Coated Finish for Steel Bars: ASTM A775/A775M.

B. Epoxy Coated Finish for Steel Wire: ASTM A884/A884M; Class A, using ASTM A775/A775M.

2.7 ACCESSORIES

A. Curing Compound: ASTM C309

OR

B. Joint Sealers: ASTM D6690; hot applied type.

2.8 SOURCE QUALITY CONTROL

A. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of Work.

B. Tests on cement, aggregates, and mixes will be performed to ensure conformance with specified requirements.

C. Test samples in accordance with ASTM C94/C94M.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify compacted subgrade subbase is dry and ready to support paving and imposed loads.
   1. Proof roll subbase with minimum two perpendicular passes to identify soft spots.
   2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.

B. Verify gradients and elevations of base are correct.

3.2 PREPARATION

A. Moisten substrate to minimize absorption of water from fresh concrete.

B. Coat surfaces of manhole frames with oil to prevent bond with concrete paving.

C. Notify Architect/Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 INSTALLATION

A. Base Course:
   1. Aggregate Base Course: Install as specified in Section 32 11 23.

B. Forms:
   1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
   2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

C. Reinforcement:

   1. Place reinforcing as indicated on Drawings.

D. Placing Concrete:
   1. Coordinate installation of snow melting components.
   2. Place concrete in accordance with ACI 301.
   3. Stamped Concrete (Alternate 3 if and where required)
      a. Apply color hardener uniformly to freshly place concrete surface at manufacturer's recommended coverage rate.
      b. Apply release agent prior to stamping to prevent adhesion and provide secondary coloration.
      c. Impress Sika Corp. New Brick Herringbone pattern or approved equal pattern using manufacturer-approved stamping tools to achieve consistent texture and depth.
      d. Maintain alignment and continuity across joints and adjacent panels.

E. Joints
   1. Place expansion joints at 20 foot intervals. Align curb, gutter, and sidewalk joints.
   2. Place joint filler between paving components or any other appurtenances.
   3. Provide scored joints at 3 feet intervals between sidewalks and curbs, between curbs and paving.
   4. Provide keyed joints as indicated.
   5. Stamped Concrete (Alternate 3 if and where required)
      a. Construct control joints to align with pattern to the greatest extent practicable

F. Exposed Aggregate:
   1. Apply surface retarder where exposed aggregate finish is required.
   2. Wash exposed aggregate surface with clean water and scrub with stiff bristle brush exposing aggregate to match sample panel.

G. Finishing:
   1. Paving: Light broom.
   2. Sidewalk Paving: Light broom.
   3. Median Barrier: Light broom.

4. Curbs and Gutters: Light broom.
5. Direction of Texturing: Transverse to paving direction.
6. Inclined Vehicular Ramps: Broomed perpendicular to slope.
7. Place curing compound on exposed concrete surfaces immediately after finishing.
8. Stamped Concrete (Alternate 3 if and where required)
    a. After curing, remove excess release agent and clean surface.
    b. Apply sealer as recommended by manufacturer to protect surface and enhance color.
    c. Final surface shall be uniform in appearance, free of defects, and acceptable to the Engineer.

H. Curing and Protection
1. Cure floor surfaces in accordance with ACI 301

3.4 TOLERANCES

A. Maximum Variation of Surface Flatness: 1/2 in 10 ft.

B. Maximum Variation from True Position:1/4 inch.

3.5 FIELD QUALITY CONTROL

A. Perform field inspection and testing in accordance with ASTM C94/C94M

B. Inspect reinforcing placement for size, spacing, location, support.

C. Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.

D. Strength Test Samples:
1. Sampling Procedures: ASTM C172.
2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.
3. Sample concrete and make one set of three cylinders for every 75 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area paving.
4. Make one additional cylinder during cold weather concreting and field cure.

E. Field Testing:
1. Slump Test Method: ASTM C143/C143M.
2. Air Content Test Method: ASTM C173/C173M.
3. Temperature Test Method: ASTM C1064/C1064M.
4. Measure slump and temperature for each compressive strength concrete sample.
5. Measure air content in air entrained concrete for each compressive strength concrete sample.

F. Cylinder Compressive Strength Testing:
1. Test Method: ASTM C39/C39M.
2. Test Acceptance: in accordance with State and local Public Work's standards.
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.
5. Retain one cylinder for testing when requested by Architect/Engineer.
6. Dispose remaining cylinders when testing is not required.

G. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.6 PROTECTION

A. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.

B. Do not permit pedestrian traffic over paving for 7 days minimum after finishing.

3.7 ATTACHMENTS

A. Concrete Sidewalks and Median Barrier: 3,000 psi 28 day concrete, 4 inches thick, buff color Portland cement, exposed aggregate finish.

B. Parking Area Paving: 4,000 psi 28 day concrete, 5 inches thick, 6/6 - 6 x 6 inch mesh reinforcing, wood float finish.

END OF SECTION 32 13 13

SECTION 32 14 23 - ASPHALT PAVING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Asphalt materials.
   2. Aggregate materials.
   3. Aggregate subbase.
   4. Asphalt paving base course, binder course, and wearing course.
   5. Asphalt paving overlay for existing paving.
   6. Surface slurry.

1.2 PRICE AND PAYMENT PROCEDURES

A. Section 01 20 00 - Price and Payment Procedures Contract Sum/Price

B. Aggregate Subbase:
   1. Basis of Payment: Includes supplying and stockpiling aggregate, scarifying substrate surface, placing, and compacting subbase.

C. Asphalt Paving Base Course:
   1. Basis of Payment: Includes priming surfaces, tack coating surfaces, furnishing, placing, compacting, and testing base course.

D. Asphalt Paving Binder Course:
   1. Basis of Payment: Includes priming surfaces, tack coating surfaces, furnishing, placing, compacting, and testing binder course.

E. Asphalt Paving Wearing Course:
   1. Basis of Payment: Includes priming surfaces, tack coating surfaces, furnishing, placing, compacting, and testing wearing course.

F. Tack Coat:
   1. Basis of Payment: Includes preparing surfaces and applying.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
   1. AASHTO M17 - Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
   2. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
   3. AASHTO M140 - Standard Specification for Emulsified Asphalt.
   4. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
   5. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
   6. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.

7. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
8. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.

B. Asphalt Institute:
1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot- Mix Types.
2. AI MS-19 - Basic Asphalt Emulsion Manual.
3. AI SP-2 - Superpave Mix Design.

C. ASTM International:
1. ASTM C1371-2004a - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
2. ASTM C1549-2004 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
3. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.
4. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
5. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
6. ASTM D977 - Standard Specification for Emulsified Asphalt.
7. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
8. ASTM D1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
9. ASTM D2027 - Standard Specification for Cutback Asphalt (Medium-Curing Type).
10. ASTM D2397 - Standard Specification for Cationic Emulsified Asphalt.
11. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
12. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
13. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
14. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
15. ASTM D3549 - Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
16. ASTM D3910 - Standard Practices for Design, Testing, and Construction of Slurry Seal.
17. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
18. ASTM E408-1971(1996)e1 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
19. ASTM E903-1996 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
20. ASTM E1918-1997 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
21. ASTM E1980-2001 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.4 SUBMITTALS

A. Product Data:
   1. Submit product information for asphalt and aggregate materials.
   2. Submit mix design with laboratory test results supporting design.

B. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 SUSTAINABLE DESIGN SUBMITTALS – NOT USED

1.6 QUALITY ASSURANCE

A. Mixing Plant: Conform to State and local Public Work's standard.

B. Obtain materials from same source throughout.

C. Perform Work in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

D. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

A. Installer: Company specializing in performing work of this section with minimum 3 years documented experience

1.8 AMBIENT CONDITIONS

A. Do not place asphalt mixture between November 1 and March 1

B. Do not place asphalt mixture when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.

C. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.

PART 2 PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS – NOT USED

2.2 ASPHALT PAVING

A. Performance / Design Criteria:
   1. Paving: Design for parking.

B. Asphalt Materials:
   1. Asphalt Binder: In accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

2. Primer: ASTM D2027; medium curing, cutback asphalt. In accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.
3. Tack Coat: In accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.
4. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt paving.
5. Oil: In accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

C. Aggregate Materials:
1. Coarse Aggregate: In accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.
2. Fine Aggregate: In accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.
3. Mineral Filler: ASTM D242; finely ground mineral particles, free of foreign matter.

D. Aggregate Subbase: Specified in Section 32 11 23

2.3 MIXES

A. Use dry material to avoid foaming. Mix uniformly.

B. Asphalt Paving Mixtures: Designed in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

C. Surface Slurry: ASTM D3910, emulsified asphalt slurry.
1. .

2.4 ACCESSORIES

A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

B. Sealant: ASTM D6690,hot applied type.

2.5 SOURCE QUALITY CONTROL

A. Submit proposed mix design of each class of mix for review prior to beginning of Work.

B. Test samples in accordance with AI MS-2

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.

B. Verify compacted subgrade subbase is dry and ready to support paving and imposed loads.
1. Proof roll subbase with minimum two perpendicular passes to identify soft spots.

2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.

C. Verify gradients and elevations of base are correct.

D. Verify manhole frames are installed in correct position and elevation.

3.2 PREPARATION

A. Prepare subbase in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.

3.3 DEMOLITION

A. Saw cut and notch existing paving as indicted on Drawings.

B. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.

C. Repair surface defects in existing paving to provide uniform surface to receive new paving.

3.4 INSTALLATION

A. Subbase:
   1. Aggregate Subbase: Install as specified in Section 32 11 23.

B. Primer:
   1. Apply primer in accordance with AI MS-2.

C. Tack Coat:
   1. Apply tack coat in accordance with AI MS-19
   2. .
      a. New Surfaces: 1/2 gal/sq yd.
      b. Existing Surfaces: 1/2 gal/sq yd.
   3. Apply tack coat to contact surfaces of curbs, and gutters.
   4. Coat surfaces of manhole frames with oil to prevent bond with asphalt paving. Do not tack coat these surfaces.

D. Single Course Asphalt Paving:
   1. Install Work in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended.
   2. Place asphalt within 24 hours of applying primer or tack coat.
   3. Place asphalt wearing course to thickness indicated on Drawings.
   4. Compact paving by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
   5. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

E. Double Course Asphalt Paving:
   1. Place asphalt binder course within 24 hours of applying primer or tack coat.
   2. Place binder course to thickness indicated on Drawings.

3. Place wearing course within 24 hours of placing and compacting binder course. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.
4. Place wearing course to thickness indicated on Drawings.
5. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
6. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

F. Asphalt Paving Overlay
1. Apply tack coat to existing paving surface at rate recommended by geotextile fabric manufacturer.
2. Install geotextile fabric in accordance with manufacturer's instructions to permit asphalt saturation of fabric. Lap fabric edge and end joints 4 inches.
3. Place wearing course to thickness indicated on Drawings.
4. Compact overlay by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
5. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

G. Surface Slurry
1. Install uniform thickness surface slurry over existing paving in accordance with ASTM D3910.
2. Allow slurry to cure.
3. Roll paving to achieve uniform surface.

H. Curbs
1. Install extruded asphalt curbs as indicated on Drawings.

3.5 TOLERANCES

A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.

B. Scheduled Compacted Thickness: Within 1/4 inch.

C. Variation from Indicated Elevation: Within 1/2 inch.

3.6 FIELD QUALITY CONTROL

A. Take samples and perform tests including mat density tests in accordance with State and local Public Work’s Standards.

B. Asphalt Paving Mix Temperature: Measure temperature at time of placement.

C. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1000 square yards compacted paving.

D. Asphalt Paving Density: ASTM D2950 nuclear method; test one location for every 1000 square yards compacted paving.

3.7 PROTECTION

A. Immediately after placement, protect paving from mechanical injury for 24 hours or until surface temperature is less than 140 degrees F.

3.8 ATTACHMENTS

A. Paving at Truck Ramp and Garbage Area: Single course of 3-1/2 inch compacted thickness, with surface slurry.

B. Paving at Parking Areas: Two courses; binder course of 2-1/2 inch compacted thickness and wearing course of 1 inch compacted thickness.

C. Paving at Rear Bus Loading Area: Thickness and compaction of subbase to support vehicles up to 30,000 lb.

D. Paving Front Sidewalks: Thickness and compaction of subbase to support moderate pedestrian traffic.

END OF SECTION 32 14 23

SECTION 32 31 13 – CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Chain-link fences
2. Gates – Swing

B. Related Sections

1. Division 03 Section “Cast-in-Place Concrete” for cast-in-place concrete post footings

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design chain-link fences and gates, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7:

1. Minimum Post Size: Determine according to ASTM F 1043 for framework up to 12 feet (3.66 m) high, and post spacing not to exceed 10 feet (3 m).
2. Minimum Post Sizeand Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified and on the following:
   a. Fence Height: 4 feet
   b. Material Group: IA, ASTM F 1043, Schedule 40 steel pipe.

C. Lightning Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.

1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.

C. Samples for Initial Selection: For components with factory-applied color finishes.

D. Samples for Verification: Prepared on Samples of size indicated below:

1. Polymer-Coated Components: In 6-inch (150-mm) lengths for components and on full-sized units for accessories.

E. Delegated-Design Submittal: For chain-link fences and gate framework indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing fence grounding. Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Emergency Access Requirements: Comply with requirements of authorities having jurisdiction for gates with automatic gate operators serving as a required means of access.

D. Mockups: Build mockups to set quality standards for fabrication and installation.

1. Include 10-foot (3 m) length of fence.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within

specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Faulty operation of gate operators and controls.
   b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:

1. Fabric Height: As indicated on Drawings.

2. Steel Wire Fabric: 11 gauge, black, vinyl coated steel core wire.
   a. Mesh Size: 2 inches (50 mm).
   b. Zinc-Coated Fabric: ASTM A 392, Type II, Class 1, 1.2 oz./sq. ft. (366 g/sq. m) with zinc coating applied before weaving.
   c. Vinyl-Coated Fabric: ASTM F 668, Class 2b] over zinc-coated steel wire.
      1) Color: Black.
   d. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.

3. Selvage: Knuckled top and bottom. See construction plans

2.2 FENCE FRAMING

A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:

1. Fence Height: As indicated on Drawings.

2. Light Industrial Strength: Material Group IC-L, round steel pipe, electric-resistance-welded pipe.
   a. Line Post: 2.5 inches in diameter. Or as Shown on the plans.
   b. End, Corner and Pull Post: 3 inches. Or as Shown on the plans.

3. Horizontal Framework Members: Bottom brace rails, 1 5/8 inches, or as indicated on the drawings complying with ASTM F 1043.
   a. Top Rail: 1-5/8 inches in diameter. Or as indicated on the plans.

4. Brace Rails: Comply with ASTM F 1043.

5. Metallic Coating for Steel Framing:
   a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. (0.61-kg/sq. m) average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. (1.22-kg/sq. m) zinc coating per ASTM A 653/A 653M.
   b. Type B, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, verifiable polymer film.
   c. External, Type B, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, verifiable polymer film. Internal, Type D, consisting of 81 percent, not less than 0.3-mil- (0.0076-mm-) thick, zinc-pigmented coating.
   d. Type C, Zn-5-Al-MM alloy, consisting of not less than 1.8-oz./sq. ft. (0.55-kg/sq. m) coating.
   e. Coatings: Any coating above.

6. Vinyl coating over metallic coating.
   a. Color: Black

2.3 TENSION WIRE

A. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire complying with ASTM A 817 and ASTM A 824, with the following metallic coating:

1. Type I, aluminum coated (aluminized).

2. Type II, zinc coated (galvanized) by hot-dip process, with the following minimum coating weight:
   a. Class 3: Not less than 0.8 oz./sq. ft. (244 g/sq. m) of uncoated wire surface.
   b. Class 4: Not less than 1.2 oz./sq. ft. (366 g/sq. m) of uncoated wire surface.
   c. Class 5: Not less than 2 oz./sq. ft. (610 g/sq. m) of uncoated wire surface.
   d. Matching chain-link fabric coating weight.

3. Type III, Zn-5-Al-MM alloy with the following minimum coating weight:

   a. Class 60: Not less than 0.6 oz./sq. ft. (183 g/sq. m) of uncoated wire surface.
   b. Class 100: Not less than 1 oz./sq. ft. (305 g/sq. m) of uncoated wire surface.
   c. Matching chain-link fabric coating weight.

B. Vinyl-Coated Steel Wire: tension wire complying with ASTM F 1664, coated steel wire.

1. Color: Black.

C. Aluminum Wire: 0.192-inch- (4.88-mm-) diameter tension wire, mill finished, complying with ASTM B 211 (ASTM B211M), Alloy 6061-T94 with 50,000-psi (344-MPa) minimum tensile strength.

2.4 SWING GATES

A. General: Comply with ASTM F 900 for gate posts and single and double swing gate types.

1. Gate Leaf Width: As indicated on Drawings.

2. Gate Fabric Height: As indicated on Drawings.

B. Pipe and Tubing:

1. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; manufacturer's standard protective coating and finish.

2. Aluminum: Comply with ASTM B 429/B 429M; manufacturer's standard finish.

3. Gate Posts: Round tubular steel or as indicated on reconstruction plan.

4. Gate Frames and Bracing: Round tubular steel or as indicated on reconstruction plan.

C. Frame Corner Construction: Welded or assembled with corner fittings.

D. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame as indicated to attach barbed wire assemblies.

E. Hardware:

1. Hinges: 180-degree outward swing.

2. Latches permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.

3. Lock: Manufacturer's standard internal device furnished in lieu of gate latch. See plans for Lock type.

2.5 FITTINGS

A. General: Comply with ASTM F 626.

B. Post Caps: Provide for each post.
1. Provide line post caps with loop to receive tension wire or top rail.

C. Rail and Brace Ends: For each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following:

1. Top Rail Sleeves: Aluminum Alloy 6063 not less than 6 inches (152 mm) long.

2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate bottom

rails in the fence line-to-line posts.

E. Tension and Brace Bands: Aluminum Alloy 6063.

F. Tension Bars: Aluminum, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

H. Tie Wires, Clips, and Fasteners: According to ASTM F 626.

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
   a. Hot-Dip Galvanized Steel: galvanized coating thickness matching coating thickness of chain-link fence fabric.
   b. Aluminum: ASTM B 211 (ASTM B 211M); Alloy 1350-H19; 0.192-inch- (4.88-mm) diameter, mill-finished wire.

I. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. (366 g
/sq. m) zinc.

   a. Polymer coating over metallic coating.

2. Aluminum: Mill finish.

2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

2.7 FENCE GROUNDING

A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.

1. Material above Finished Grade: Aluminum.

2. Material on or below Finished Grade: Copper.
3. Bonding Jumpers: Braided copper tape, 1 inch (25 mm) wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

B. Connectors and Grounding Rods: Comply with UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.
2. Grounding Rods: Copper-clad steel, 5/8 by 96 inches (16 by 2440 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Owner.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

1. Install fencing on established boundary lines inside property line.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.

2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp

for consolidation. Protect aboveground portion of posts from concrete splatter.

a. Exposed Concrete: Extend 2 inches (50 mm) above grade; shape and smooth to shed water.
b. Concealed Concrete: Top 2 inches (50 mm) below grade or as indicated on Drawings to allow covering with surface material.
c. Posts Set into Concrete in Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
d. Posts Set into Voids in Concrete: Form or core drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.

C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or moreor as indicated on Drawings.

D. Line Posts: Space line posts uniformly at 96 inches (2440 mm) 8 feet (3 m) or as indictaed on drawings.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at midheight of fabric 48 inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- (3.05-mm-) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches (152 mm) of bottom of fabric and tie to each post with not less than same diameter and type of wire.

2. Extended along top of barbed wire arms and/or extended posts and top of fence fabric for supporting barbed tape.

G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

H. Intermediate and Bottom Rails: Install and secure to posts with fittings.

I. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1 inch (25.4 mm) between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.

K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) on center and to braces at 24 inches (610 mm) on center

L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.

3.5 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 GROUNDING AND BONDING

A. Fence Grounding: Install at maximum intervals of 1500 feet (450 m) except as follows:

1. Fences within 100 Feet (30 m) of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet (225 m).
   a. Gates and Other Fence Openings: Ground fence on each side of opening.
      1) Bond metal gates to gate posts.
      2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches (460 mm) below finished grade.

B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet (45 m) on each side of crossing.

C. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches (150 mm) below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:

1. Make grounding connections to each barbed wire strand with wire-to-wire connectors designed for this purpose.

2. Make grounding connections to each barbed tape coil with connectors designed for this purpose.

D. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.

E. Connections: Make connections to minimize possibility of galvanic action or electrolysis. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.

2. Make connections with clean, bare metal at points of contact.

3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.

4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.

5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

F. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.7 FIELD QUALITY CONTROL

A. Grounding-Resistance Testing: Engage a qualified testing agency to perform tests and inspections.

1. Grounding-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure grounding resistance no fewer than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural grounding resistance. Perform tests by two-point method according to IEEE 81.

2. Excessive Grounding Resistance: If resistance to grounding exceeds specified value, notify Architect promptly. Include recommendations for reducing grounding resistance and a proposal to accomplish recommended work.

3. Report: Prepare test reports certified by a testing agency of grounding resistance at each

test location. Include observations of weather and other phenomena that may affect test results.

3.8 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 32 31 13

SECTION 32 92 19 - SEEDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Fertilizing.
2. Seeding.
3. Hydroseeding.
4. Mulching.
5. Maintenance.

1.2 SUBMITTALS

A. Delegated Design Submittals: Seed & Mulch

B. Source Quality-Control Submittals:

C. Results of Factory Tests and Inspections: Required

D. Field Quality-Control Submittals: Not required

PART 2 – PRODUCTS

2.1 SEED MIXTURE

A. Description: As described on the Soil Erosion Control Plan

2.2 ACCESSORIES

A. Mulching Material: Oat or wheat straw, free from weeds and foreign matter detrimental to plant life, and dry. Hay acceptable.

B. Fertilizer: Commercial grade; 10-10-10 or equivalent

C. Lime: ASTM C602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.

D. Water: Clean, fresh, and free of substances or matter capable of inhibiting vigorous growth of grass.

E. Erosion Fabric: Jute or open weave.

F. Herbicide:

G. Stakes: Softwood lumber, chisel pointed.

H. String: Inorganic fiber.

PART 3 - EXECUTION

3.1 APPLICATION

A. Fertilizing:
1. Apply lime at application rate of 90 pounds per 1,000 sf recommended by soil analysis.
2. Work lime into top 4” of soil.
3. Apply fertilizer at application rate 500 pounds per acre or 11 pounds per 1,000 sf
4. Apply after smooth raking of topsoil [and prior to roller compaction].
5. Do not apply fertilizer at same time or with same machine used to apply seed.
6. Mix fertilizer thoroughly into upper 4” inches of topsoil.

B. Seeding:
1. Apply seed at rate as shown on Soil Erosion Control Plan
2. Planting Season: for cool season March 1- May15 and August 15 and October 1.
3. Do not sow immediately following rain, when ground is too dry, or when winds are greater than 12 mph.
4. Roll seeded area.
5. Apply mulch immediately following seeding and rolling.

C. Seed Protection:
1. Identify seeded areas with stakes and string around area periphery.
2. Cover seeded slopes with erosion fabric where grade is greater than 2:1.

3.2 MAINTENANCE

A. Maintain seeded areas immediately after placement until grass is well-established and exhibits vigorous growing condition for three cuttings.

END OF SECTION 32 92 19

SECTION 99 99 01 - FINAL CLEANUP AND SITE RESTORATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. During the course of the activities all efforts shall be made to maintain a neat and orderly project. Clean-up shall be pursued on a regular basis and in conjunction with the activities. The CONTRACTOR shall be responsible for clean-up during the life of the Contract with the full cooperation of all subcontractors. Upon Completion of all activities, final clean-up shall include removal of all excess materials, equipment, backfill, etc., and the site shall be restored to a condition equal to or better than that existing prior to demolition activities. Should the CONTRACTOR fail to remove such material, equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

B. At the completion of demolition activities, the CONTRACTOR shall tear down and remove all temporary structures unless expressly directed otherwise by the OWNER or the ENGINEER, and shall remove remaining rubbish of all kinds from all Contract structures and from the site occupied during the progress of the work.

The CONTRACTOR shall remove all concrete and debris and shall leave the site in a neat and satisfactory condition. See soil erosion and sediment control plan.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

PART 4 - MEASUREMENT AND PAYMENT (NOT APPLICABLE)

END OF SECTION 99 99 01

ATTACHMENT 1

GROUND PENETRATING RADAR REPORT (GPR)

GEOPHYSICAL INVESTIGATION REPORT

PERFORMED AT:

1363 County Road 539
Little Egg Harbor Township, NJ 08087

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July 02, 2026

1.0 INTRODUCTION

Enviroprobe Service, Inc. (Enviroprobe) is an environmental investigation services firm which provides monitoring well installation (HSA), Geoprobe (DPT) drilling services and Environmental & Engineering Geophysics (EEG) services to the environmental consulting and engineering community.

Enviroprobe conducted a subsurface geophysical investigation at the subject property within client-specified areas of concern. Due to conditions and objectives, the investigation utilized a GSSI UtilityScan HS cart-mounted Ground Penetrating Radar (GPR) unit with a 350 MHz antenna, a Fisher TW-6 metallic locator, a Radiodetection RD8000TX10 multi-frequency transmitter, and a Radiodetection RD8100PXL receiver.

Ground penetrating radar (commonly called GPR) is a geophysical method that has been developed over the past thirty years for shallow, high-resolution, subsurface investigations of the earth. GPR uses high frequency pulsed electromagnetic waves (generally 10 MHz to 2,000 MHz) to acquire subsurface information. An EM wave is propagated downward into the ground by a transmitting antenna. Where abrupt changes in electrical properties occur in the subsurface, a portion of the energy is reflected back to the surface. This reflected wave is detected by a receiver antenna and transmitted to a control unit for real time processing and display. The penetration depth of the GSSI unit varies from several inches to tens of feet according to site-specific conditions. The penetration depth decreases with increased soil conductivity. The penetration depth is the greatest in ice, dry sands, and fine gravels. Clayey, highly saline or saturated soils, areas covered by concrete, foundry slag, or other highly conductive materials greatly reduce GPR penetration. GPR is a method that is commonly used for environmental, engineering, archaeological, and other shallow investigations.

The Fisher TW-6 metallic locator is designed to find pipes, cables and other metallic objects such as underground storage tanks (USTs). The TW-6 transmitter generates an electromagnetic field that induces electrical currents in the subsurface. These currents produce a secondary electromagnetic field that is measured by the TW-6 receiver. One surveyor can carry both the transmitter and receiver together to search for underground metallic objects, although the TW-6 response can also be affected by the electrical properties of non-metallic materials in the subsurface.

The Radiodetection (RD) transmitter and receiver are commonly used for pipe and cable locating. The multi-frequency transmitter can be directly connected, clamped, or used to induce a signal in a target line while the multi-frequency receiver is used to measure the signal from energized lines.

2.0 SCOPE OF WORK

On July 2, 2026, a geophysicist from Enviroprobe Service, Inc. was mobilized to the subject property to perform a geophysical investigation. The purpose of this investigation was to designate utilities/conduits and clear proposed borehole locations throughout client selected exterior portion of the subject property. These areas consisted of asphalt, concrete, and natural soil surfaces.

3.0 SURVEY RESULTS

The survey was conducted using a cart-mounted GPR unit, a Fisher TW-6 metallic locator, and a RD unit. The RD unit was used to trace common utilities from sources in and around the survey area. The RD receiver was also used in the passive mode to search for live underground electrical power cables and other utilities emitting 60Hz electromagnetic signals. When possible, the locations of utilities were confirmed with the GPR. Designated utilities were marked on-site with spray paint using the following colors: yellow – natural gas, blue – water, green – storm and sanitary sewers, red – electric, orange – communication, and pink – unknown utilities [See Figure Below].



Figure 1: Area of designated utilities.

The GPR and TW-6 were used in a grid pattern over all client specified areas of the site. Based on the results of the GPR and TW-6 survey, no metallic anomaly was detected in the client-selected area.

4.0 LIMITATIONS

The client-selected areas contained obstructions including vehicles, containers, and materials. These objects prevented a thorough investigation of the spaces beneath and immediately adjacent to them.

Due to surface conditions and subsurface content, the GPR signal penetration was estimated at less than 4 ft in the majority of the survey area. This penetration was reduced in areas of concrete cover.

The TW-6 survey was kept up to 6 feet away from above ground objects containing metals depending on the sizes, shapes and positions of the metal objects. The TW-6 survey was not effective in areas with reinforced concrete.

Due to the dielectric properties of the subsurface, clay, plastic polymer, transite, and fiberglass utilities may not have been detected.

All field services were conducted in compliance with the industry standard of care guidelines found in ASCE 38-02 (Level B).

5.0 WARRANTIES

The field observations and measurements reported herein are considered sufficient in detail and scope for this project. Enviroprobe Service, Inc. warrants that the findings and conclusions contained herein have been promulgated in accordance with generally accepted environmental engineering methods. There is a possibility that conditions may exist which could not be identified within the scope of this project and were not apparent during the site activities performed for this project.

Enviroprobe represents that the services were performed in a manner consistent with that level of care and skill ordinarily exercised by environmental consultants under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, document, or otherwise.

Enviroprobe Service, Inc. believes that the information provided in this report is reliable. However, Enviroprobe cannot warrant or guarantee that the information provided by others is complete or accurate. No other warranties or guarantees are implied or expressed.

GPR data is subject to signal anomalies and operator interpretation. The GPR data is intended to provide the locations of areas of concern requiring additional investigation or the approximate location of underground structures and utilities. Great care must be utilized when excavating and/or drilling around underground structures and utilities since GPR data can only be used for estimation purposes and GPR data is subject to misinterpretation. Enviroprobe can not guarantee that utilities, post-tension cables, and/or rebar will not be incurred during drilling, cutting, coring, or excavating activities.

This report was prepared pursuant to the contract Enviroprobe has with the Client. That contractual relationship included an exchange of information about the property that was unique and between Enviroprobe and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between Enviroprobe and its client, reliance or any use of this report by anyone other than the Client, for whom it was prepared, is prohibited and therefore not foreseeable to Enviroprobe.

Reliance or use by any such third party without explicit authorization in the report does not make said third party a third party beneficiary to Enviroprobe contract with the Client. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at the third party's risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

ATTACHMENT 2

GEOTECHNICAL ENGINEERING REPORT

Geotechnical Engineering Report
Proposed Little Egg Harbor Public Works Facility Improvements

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TABLE OF CONTENTS

1. INTRODUCTION 1
2. SITE & PROJECT DESCRIPTION 1
2.1 EXISTING CONDITIONS 1
2.2 PROJECT DESCRIPTION 1
3. GEOLOGY 2
4. LABORATORY TESTING 2
5. SUBSURFACE INVESTIGATION 3
5.1 SURFICIAL LAYER 3
5.2 STRATUM I 3
5.3 GROUNDWATER 4
6. GEOTECHNICAL CONCLUSIONS & RECOMMENDATIONS 4
6.1 PERIMETER TURN DOWN FOUNDATIONS 4
6.2 SETTLEMENT 5
6.3 LATERAL EARTH PRESSURES 5
6.4 FLOOR SLAB 6
6.5 SEISMIC SITE CLASSIFICATION 6
7. CONSTRUCTION PHASE RECOMMENDATIONS 6
7.1 SITE PREPARATION 6
7.2 EXISTING UTILITIES 6
7.3 COMPACTION AND PROOF-ROLLING 6
7.4 EXCAVATION CONSIDERATIONS 7
7.5 DEWATERING 7
7.6 STRUCTURAL FILL 7
7.7 BACKFILLING REQUIREMENTS 8
7.8 FOUNDATION CONSTRUCTION 9
7.9 SLAB CONSTRUCTION 9
7.10 PAVEMENT CONSTRUCTION 9
8. CONSTRUCTION PHASE OBSERVATIONS AND TESTING 10
9. LIMITATIONS 10

Attachments

A KEY MAP PLAN
B TEST BORING LOCATION PLAN
C TEST BORING LOGS
D LABORATORY TEST RESULTS

1. INTRODUCTION

This report was prepared by Digneo Engineering, LLC (DE), on behalf of T&M Associates, and contains the results of a subsurface geotechnical investigation conducted at the location of a proposed Little Egg Harbor DPW office in Little Egg Harbor Twp., Atlantic County, New Jersey. The purpose of this investigation was to assess the stratification and engineering properties of the subsurface materials and provide geotechnical recommendations related to the proposed site development scheme. Our scope of work included subsurface exploration, a laboratory testing program, and geotechnical engineering analyses. This report summarizes the work completed and provides foundation design recommendations along with our general construction recommendations.

2. SITE & PROJECT DESCRIPTION

2.1 EXISTING CONDITIONS

The project site is located at Block 124, Lot 10.01, locally known as 1363 County Rd 539 in Little Egg Harbor Twp, Atlantic County, New Jersey (see Attachment A – *Key Map Plan*). The area of the proposed development consists of an asphalt lot utilized as a vehicle impound as part of the Little Egg Harbor Public Works facility. The property is bordered on the west by County Rd 539, to the east by wooded land and to the north and south by residential properties.

Based on the *Topographic Survey,* dated June 26, 2026, prepared by DMC Associates, elevations across the location of the proposed development are generally flat sloping gently from east to west from approximate Elevation (EL.) 49.5 feet to EL 48.5 feet. The vertical datum is referenced to the North American Vertical Datum 1988 (NAVD 88).

2.2 PROJECT DESCRIPTION

DE understands the project will consist of the installation of a modular building to serve as a new DPW office. The proposed modular building will be comprised of three (3) prebuilt steel units placed together and situated on a new 6-inch concrete slab with a perimeter turndown edge foundation for frost protection. The slab is expected to encompass approximately 2,520 Square Feet (SF) in plan area. Additionally, the units are expected to be elevated approximately 3 feet above the slab, situated on CMU dry stacked blocks. Development of the project will also include associated parking areas.

Proposed structural loading for the modular building was provided by the client and are listed below:

- Roof Live & Dead Load = 30 Pounds per Square Foot (PSF)
- Floor Live & Dead Load = 60 PSF
- Exterior Wall Dead Load = 60 Pounds per Linear Foot (PLF)
- Slab loads are not expected to exceed 250 PSF.

Information regarding proposed grades was not available at the time of this report, but based on existing grades at the site, it is assumed that cuts and fills will be minimal, on the order of 1 foot, to achieve final site grades.

3. GEOLOGY

Based on the Surficial Geologic Map of New Jersey, the site is underlain by the Weathered Coastal Plain Formations (Geologic Symbol: Qwcp). The Weathered Coastal Plain Formations are primarily composed of exposed sand and clay of Coastal Plain bedrock formations and includes thin, patchy alluvium and colluvium, and pebbles left from erosion of surficial deposits.

4. LABORATORY TESTING

Soil samples obtained during the test boring operation were reviewed and visually classified. To further define the physical characteristics of the encountered soils, two representative soil samples were subjected to laboratory analysis. The testing conducted on these samples consisted of the following:

- Natural Moisture Content Testing (ASTM D2216)
- Sieve Analysis (ASTM D6913)
- Atterberg Limits Determination (ASTM D4318)

The results of this testing are presented in the following table.

Laboratory Test Results

Location	Depth (ft)	Layer ID	% Gravel	% Sand	% Fines	LL	PL	PI	% Natural Moisture Content	USCS Group Symbol	ASTM Group Name
B-1	2-4	Stratum I	0.3	23.8	75.9	35	17	18	14.2	CL	Lean CLAY with Sand
B-2	4-6	Stratum I	0.0	76.0	24.0	NP	NP	NP	10.6	SM	Silty SAND

LL = Liquid Limit, PL = Plastic Limit, PI = Plasticity Index, NP = Non-Plastic

5. SUBSURFACE INVESTIGATION

A subsurface geotechnical investigation was performed to evaluate the subsurface conditions at the project site. Two (2) test borings, referenced as B-1 and B-2, were completed within the proposed building footprint. Each boring was advanced to approximately 25 feet below the existing ground surface. The approximate location of each test boring is presented in Attachment B, *Test Boring Location Plan*. The borings were located in the field by DE based on information provided by the client.

The borings were conducted utilizing an ATV drill rig equipped with hollow-stem augers and split-spoon samplers. The split-spoon samples were conducted in accordance with ASTM D1586, were recovered at appropriate intervals throughout the test borings, and Standard Penetration Test (SPT) values were recorded for each soil sample obtained. SPT values are the number of blows required to drive a 2-inch outer-diameter, split-barrel sampler 24 inches using a 140-pound weight dropped 30 inches. The number of blows required to advance the sampler over the 12-inch interval from 6 inches to 18 inches is considered the "N" value.

A representative of DE provided oversight of the test boring operation.

Descriptions of the subsurface conditions encountered are provided below. Additional details regarding the soils encountered, the soil samples obtained, and other subsurface information documented during the test boring program can be found within the *Test Boring Logs*, presented as Attachment C.

5.1 SURFICIAL LAYER

Asphalt was encountered at both test boring locations measuring approximately 6 inches in thickness. Variations in the thickness and type of surficial material should be expected within the unexplored portions of the site.

5.2 STRATUM I

Stratum I was encountered below the surficial layer at both test boring locations. Stratum I extended to at least the termination depth of approximately 25 feet below existing ground surface. Stratum I consisted primarily of a varicolored fine to coarse SAND with varying amounts of Gravel, Silt, and Clay. The documented “N” values indicate this layer is primarily in a loose to medium dense state of relative density.

A cohesive layer was interbedded within Stratum I in boring B-1 at a depth of approximately 2 to 4 feet below grade. The interbed consisted of pale brown to orangish-brown mixture of CLAY, SILT, and SAND. The depth, thickness, and frequency of interbeds are expected to vary across the proposed development footprint. The documented N-values indicate these soils are in a stiff state of consistency.

Laboratory testing conducted on a representative sample of Stratum I indicates this soil was well graded and non-plastic, with a natural moisture content of 10.6%. The soil was classified using the Unified Soil Classification System (USCS) as a Silty SAND (SM).

Laboratory testing conducted on a sample of the predominantly cohesive interbed of Stratum I shows this soil to have medium plasticity with a natural moisture content 14.2 percent and a plasticity index 18. This soil was classified using the Unified Soil Classification System (USCS) as a Lean CLAY with Sand (CL).

5.3 GROUNDWATER

Groundwater was not encountered within the test borings completed as part of the investigation. Groundwater observations were made at the time of the field operations and should be expected to fluctuate with daily, tidal, seasonal, and climatological variations.

6. GEOTECHNICAL CONCLUSIONS & RECOMMENDATIONS

The geotechnical investigation has revealed the general subsurface profile underlying the proposed development scheme footprint is comprised of the naturally occurring soils of Stratum I.

Provided the recommendations detailed in this report are followed, the firm and stable naturally occurring soils of Stratum I, or newly placed structural fill (placed as described in this report), are suitable for support of the proposed structures on conventional shallow foundations.

Details regarding our geotechnical conclusions and recommendations are provided in the following sections.

6.1 PERIMETER TURN-DOWN FOUNDATION

Foundation recommendations for this project are provided below.

- A Shallow Perimeter Turn-Down Foundation is suitable for support of the proposed modular building, provided the recommendations in this report are followed.
- The foundations shall be supported on the firm and stable soils of Stratum I or structural fill placed in accordance with the recommendations in this report.
- The foundation subgrades should be compacted prior to placement of the reinforcing steel or concrete. Compaction should be carried out using applicable equipment capable of safe operation within the foundation excavations. Compaction of the foundation subgrade is necessary to evenly distribute foundation loads and to identify and stabilize any weak areas.
- The foundations for the proposed building should be designed based on a **maximum allowable bearing pressure of 2,500 pounds per square foot (psf)**.

- The foundation turn-down should be no less than 3 feet below final exterior grade to protect against frost heave.

- Please note that "stay forms" or similar techniques may be required to maintain vertical excavations within the granular soils.

- In addition, we recommend that the shallow foundations bear below a zone bounded by a plane that extends outward and upward on a 1:1 slope from any proposed or existing underground utility excavation or other underground features.

- Foundation subgrades should be cleared of loose material or debris immediately prior to the placement of concrete.

- We recommend that no footings be excavated that cannot be poured on the same day.

The foundation subgrades should be reviewed by a Geotechnical Engineer licensed in the State of New Jersey during construction to confirm the suitability of the subgrade soils.

6.2 SETTLEMENT

Based on the recommended bearing pressures and our geotechnical analyses, maximum post-construction settlement is expected to be less than 1 inch with differential settlements less than approximately 0.5 inch.

Should the loading information exceed those described above, or the fills be greater than the approximate fills mentioned earlier in this report, DE shall be contacted so we may review our analyses and revise our conclusions, if required.

6.3 LATERAL EARTH PRESSURES

The following data is provided for the design of the foundations to be constructed at the site and is based on the use of on-site soils placed under engineering control for backfill of these features.

	Stratum I*	**Structural Fill**
Moist Soil Unit Weight, γ (pcf)	115	125
Cohesion, C (psf)	0	0
Angle of Internal Friction, ϕ (°)	30	32
Coefficient of Active Pressure, K_a	0.33	0.31
Coefficient of Passive Pressure, K_p	3.00	3.25
Coefficient of At-Rest Pressure, K_0	0.50	0.47

*- The cohesive interbeds of Stratum I should not be used as structural fill

Should different soil be used, design data should be re-evaluated and revised, if required, based on the specific material.

6.4 FLOOR SLAB

The base slab may be constructed as a conventional slab on ground with turned-down edges and supported on the firm and stable soils of Stratum I or newly placed structural fill in accordance with the recommendations set forth in this report. Provided the soils supporting the slab are compacted to at least 95 percent of their maximum dry density (ASTM D1557), the soils are expected to exhibit a modulus of subgrade reaction of approximately 125 pounds per cubic inch (pci).

The slab should be supported on a minimum 6-inch layer of free-draining crushed stone or washed gravel subbase, which has been compacted to non-movement prior to placement of the slab concrete. The porous sub slab layer provides a capillary break between the slab and the underlying subgrade soils. A vapor retarding membrane should be placed immediately below the slab concrete in all areas of the building proposed to contain floor finishes.

6.5 SEISMIC SITE CLASSIFICATION

Based on the subsurface conditions encountered during our investigation at the site, and the guidance provided by "The 2021 International Building Code, New Jersey Edition", the subsurface soils can be classified as Seismic Site Class D.

7. CONSTRUCTION PHASE RECOMMENDATIONS

Based on our geotechnical engineering analyses for this project and our experience with similar projects, the following construction phase recommendations are provided in the following sections.

7.1 SITE PREPARATION

All asphalt and other surficial materials should be removed from all structural areas at the beginning of the project. Structural areas are defined as areas covered by proposed structure or any asphalt or concrete paved areas, extending a minimum of 5 feet beyond the proposed structure or pavement lines. Unstable or deleterious materials should be removed from within these areas as detailed in this report.

7.2 EXISTING UTILITIES

The locations of existing utilities (underground or above-ground) should be verified in the field. Those utilities that interfere with the proposed construction should be relocated, properly removed, or abandoned as necessary.

7.3 COMPACTION AND PROOF-ROLLING

Structural areas should be compacted using a steel-drum vibratory roller having a minimum static weight of 10 tons. This should be completed following the removal of surficial materials, following any excavation needed to reach proposed subgrade elevations, and prior to the placement of any structural fill. A minimum of five overlapping passes of the compaction equipment, in directions perpendicular to each other, should be completed across all structural areas. Compaction of the virgin

subgrade soils, and proof-rolling should be completed under the observation of the Geotechnical Engineer of Record and are considered a critical part of the site development process.

Following compaction procedures described above, proof-rolling of structural areas should be performed using a fully loaded, tri-axle dump truck. Weak or yielding areas discovered by visual observation during the compaction and proof-rolling procedures should be compacted in-place to non-movement or removed and replaced with structural fill placed in accordance with this report.

The compaction and proof-rolling procedures described above are necessary to verify the stability of the structural areas and to allow for uniform distribution of loads. In areas where removal of soils (cut) is required, proof-rolling can be postponed until after the proposed subgrade elevation is achieved.

7.4 EXCAVATION CONSIDERATIONS

Construction excavation for this project is expected to take place within the soils of Stratum I. Based on our investigation, these soils are expected to be removed using conventional excavation equipment and techniques.

All excavations should be adequately sloped, benched, or otherwise supported to minimize collapse and protect personnel. In addition, all excavations should be completed in accordance with all pertinent Occupational Safety and Health Administration (OSHA) guidelines and requirements.

7.5 DEWATERING

Groundwater was not encountered within any of the test borings. As such, dewatering efforts should not be required during excavations for this project.

It is anticipated any encountered water will be able to be controlled using localized drainage ditches and submersible pumps.

These observations were made at the time of the test boring operation, and groundwater table elevations will vary with daily, seasonal, construction activity, climatological conditions, and other factors.

7.6 STRUCTURAL FILL

Recommendations regarding imported structural fill and the use of on-site soils as structural fill are provided in the following sections.

Imported Fill

Any imported structural fill needed to raise site grades or replace weak and yielding soils should be free of ash, trash, cinders, organic matter, or any other deleterious materials. The structural fill should have a Plasticity Index (PI) less than 10, a Liquid Limit (LL) less than 30 and less than 15 percent by weight rock fragments larger than 2 inches with no particle size exceeding 4 inches. It should also be well-graded with less than 30 percent by weight larger than ¾ inches and less than 15 percent smaller than the No. 200 sieve.

The Geotechnical Engineer of Record should evaluate any imported soils proposed for use as structural fill prior to their placement at the site.

On-Site Soils Reuse

Comments regarding the suitability of the on-site soils for reuse as structural fill are provided below.

Stratum I – These soils consisted primarily of varicolored fine to coarse SAND with varying amounts of Gravel, Silt, and Clay. These soils are considered suitable for use as Structural Fill, provided they are placed in accordance with the recommendations set forth in this report.

The interbedded mixture of CLAY, SILT and SAND are plastic and will be difficult to properly place as structural fill. Due to the fine-grained nature of these portions of Stratum I, and the limited quantity expected, we recommend that it be blended with the more granular portions of Stratum I or not reused as Structural Fill.

Suitability of the on-site soil for use as structural fill was based on data collected from the test borings completed at the site. Soil suitability should be confirmed in the field by a qualified Geotechnical Engineer during construction.

7.7 BACKFILLING REQUIREMENTS

The following structural fill lift thicknesses can be used with the following compaction equipment:

- Loose lifts not exceeding 10 inches: Where Heavy Compaction Equipment can be utilized.
- Loose lifts not exceeding 6 inches: Where only hand operated tampers or remotely controlled walk-behind trench rollers can be utilized.

Within structural areas, all structural fill should be compacted to at least 95 percent of the maximum dry density and within ±2 percent of the optimum moisture content, both as determined by ASTM D1557.

Within non-structural areas, all fill should be compacted to at least 90 percent of the maximum dry density and within ±2 percent of the optimum moisture content, both as determined by ASTM D1557.

The lift thickness, number of passes, and the type of compaction equipment needed to achieve the compaction percentages noted above can be adjusted in the field during backfilling and compaction procedures. Further, we recommend only hand-tampers and remotely controlled walk-behind trench rollers be utilized during compaction behind any retaining walls or adjacent to any existing foundations, unless the Structural Engineer of Record for the project has reviewed the situation and has stated that heavy compaction equipment can be utilized in these areas.

7.8 FOUNDATION CONSTRUCTION

The following should be adhered to during foundation construction at the site:

- Foundation subgrades shall be compacted using a walk-behind roller, hand-operated tamper or similar excavation-appropriate compaction equipment in order to provide a firm and stable subbase suitable for proper support of the proposed turned-down foundations.

- Should the foundation subgrade soils be disturbed, they should be compacted in place or removed to firm and stable subbase soils. The resulting over-excavation can be backfilled with concrete, flowable cementitious fill or structural fill placed in accordance with this report.

- Water should be prevented from entering the foundation excavations. Any water that does enter the foundation excavation should be removed within 24 hours and the subgrade soils re-evaluated for stability.

- It is strongly recommended foundation excavation and concrete placement take place on the same day.

- **Attention is directed to Section 6.1 of this Report. All recommendations therein should be adhered to.**

The foundation subgrades should be reviewed by a Geotechnical Engineer licensed in the State of New Jersey during construction in order to confirm the suitability of the subgrade soils.

7.9 SLAB CONSTRUCTION

Prior to the placement of any granular subbase and placement of the concrete slab on ground, proof-rolling and compaction of the proposed concrete slab area should be carried out in accordance with this report.

Depending upon the weather conditions, and construction schedules, the slab subgrade may contain weak, yielding and/or overly saturated soil immediately prior to slab construction. These soils may be removed and replaced in accordance with this report, or alternate methods, such as aerating and re-compacting, may be utilized to stabilize the slab subgrade. The most appropriate method used for stabilization of the slab subgrade should be determined in the field based on site-specific field and soil conditions, as well as the availability and cost effectiveness of various methods. The Geotechnical Engineer should be consulted should these needs arise.

7.10 PAVEMENT CONSTRUCTION

Prior to any asphalt or concrete pavement, proposed pavement areas should be thoroughly compacted and proof-rolled in accordance with this report. These areas should be compacted to a minimum 95 percent of the maximum dry density and within ±2 percent of the optimum moisture content, both as determined by ASTM D1557. This process and any removal and replacement of weak and yielding areas of the pavement subgrade should be reviewed by the Geotechnical Engineer during construction.

The granular subbase portion of the proposed paving section should be placed as soon as possible after the subgrade has been reviewed and approved by the Geotechnical Engineer. Exposure to construction traffic prior to paving, will likely result in degradation of the subbase materials and degradation of the stability of the subgrade soils.

Proper drainage is required for the successful performance of any pavement. It is assumed the pavement will be designed for proper grading to provide proper runoff.

Review of all pavement construction activities, including review of the gravel subbase layer and the pavement subgrades, should be conducted by a Geotechnical Engineer to ensure adherence to project plans, specifications, and the recommendations contained in this report.

8. CONSTRUCTION PHASE OBSERVATIONS AND TESTING

As Geotechnical Engineer of Record for this project, DE recommends that we be retained to provide the construction phase observations and materials testing during construction. This should be done to verify that the geotechnical recommendations detailed in this report are adhered to during construction.

If an outside firm is retained to provide these services, we recommend this firm prepare a letter stating that they will assume the responsibilities of Geotechnical Engineer of Record for the project. Further, we recommend this firm provide a letter stating their receipt of this report and acknowledgement of the recommendations provided herein, or detailing revisions to the recommendations within our report.

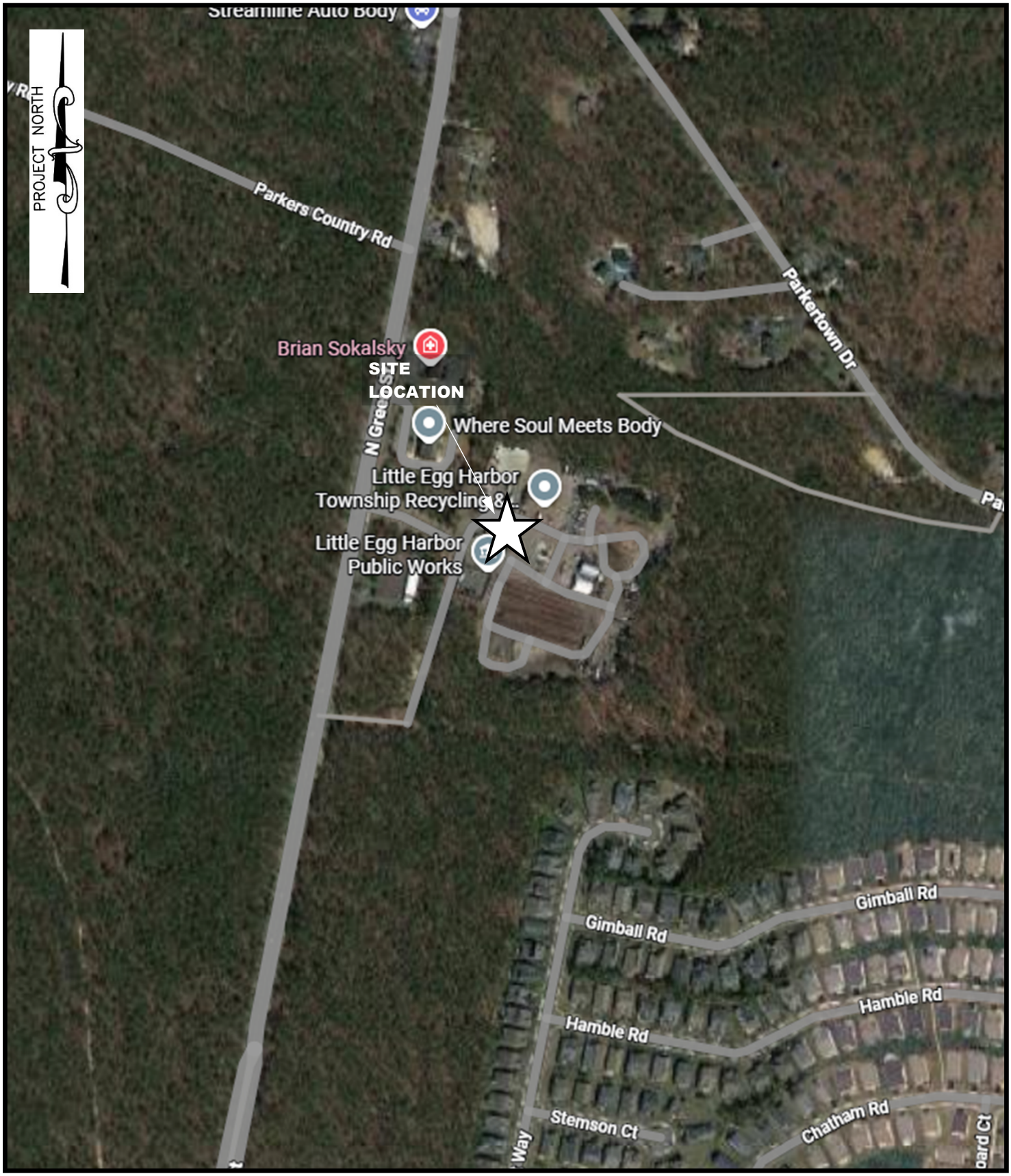
9. LIMITATIONS

This report was prepared in accordance with generally accepted geotechnical practices for projects such as this one. The conclusions and recommendations contained in this report were based upon the obtained subsurface data performed at the site. Soil conditions may vary from location to location and from point to point across the project site.

The validity of the conclusions and recommendations contained in this report were limited by the scope of the field investigation and by the number of test borings that were made. The number of test locations was consistent with good engineering practice. However, given the nature of subsurface conditions, there is a possibility actual encountered conditions may differ significantly from those described in this report. Should actual conditions differ from those described in this report, DE should be notified immediately so that our conclusions and recommendations can be reviewed and revised, if required.

The scope of this investigation was limited to the geotechnical analysis of the load-carrying capabilities and stability of the soils underlying the project area. Oil, hazardous waste, radioactivity, irritants, pollutants, radon or other dangerous substances and conditions were not the subject of this study. Their presence and/or absence are not implied, inferred, or suggested by this report or results of this study.

Attachment A
Key Map Plan



PROJECT:

GEOTECHNICAL INVESTIGATION
DPW OFFICE
BLOCK 124, LOT 10.01
NORTH GREEN STREET
LITTLE EGG HARBOR TWP, ATLANTIC COUNTY, NJ
DE PROJECT NO. 26074.01

DRAWING TITLE:

KEY MAP PLAN

DRAWING SHEET:

ATTACHMENT 'A'

DIGNEO ENGINEERING

Attachment B
Test Boring Location Plan



PROJECT:

GEOTECHNICAL INVESTIGATION
DPW OFFICE
BLOCK 124, LOT 10.01
NORTH GREEN STREET
LITTLE EGG HARBOR TWP, ATLANTIC COUNTY, NJ
DE PROJECT NO. 26074.01

DRAWING TITLE:

TEST BORING LOCATION PLAN

DRAWING SHEET:

ATTACHMENT 'B'

APPROXIMATE TEST BORING LOCATION

DIGNEO ENGINEERING

Attachment C
Test Boring Logs

DIGNEO ENGINEERING

TEST BORING LOG

Project:	Little Egg Harbor, NJ DPW Office Geotech	**Boring Number:**	B-1
Date Drilled:	7/2/26	**GS Elevation (ft):**	48.5
Driller / DE Rep:	East Coast Drilling / Joe D.	**GW Depth (ft):**	N/E
Rig Type:	Geoprobe 7822 DT	**Drilling Method:**	3.25" ID HSA
Project Number:	26074.01	**Topo Est:** X **Field Survey** _____	

Depth (ft)	Sample #	Sample Depth	Blows/6"				N	Soil Description	REC	Remarks
1	S-1	0' - 2'		11	12	8	**23**	**ASPHALT 6"**		
2								Medium dense light brown to brown fine to medium SAND, little Silt, trace fine to medium Gravel, moist	**16"**	
3	S-2	2' - 4'	5	5	4	65	**9**			
4								Stiff pale brown to orange brown SILTY CLAY, some fine SAND, moist	**24"**	
5	S-3	4' - 6'	7	6	9	12	**15**			
6								Medium dense light yellow fine to medium SAND, little Silt, moist	**24"**	
7	S-4	6' - 8'	11	9	9	11	**18**			
8								Medium dense light yellow fine to medium SAND, trace Silt, moist	**20"**	
9	S-5	8' - 10'	7	10	11	14	**21**			
10								Medium dense white fine to medium SAND, trace Silt, moist	**16"**	
11										**Stratum I**
12										
13										
14	S-6	13' - 15'	9	10	8	8	**18**			
15								Medium dense light yellow to orange fine to coarse SAND, trace Silt, moist	**20"**	
16										
17										
18										
19	S-7	18' - 20'	6	7	10	14	**17**			
20								Medium dense white fine to medium SAND, trace Silt, moist	**18"**	
21										
22										
23										
24	S-8	23' - 25'	10	10	11	14	**21**			
25								Medium dense light brown to orange fine to medium SAND, trace Silt, moist	**16"**	
	END OF BORING AT 25 FEET									

DIGNEO ENGINEERING

TEST BORING LOG

Project:	Little Egg Harbor, NJ DPW Office Geotech	**Boring Number:**	B-2
Date Drilled:	7/2/26	**GS Elevation (ft):**	49.0
Driller / DE Rep:	East Coast Drilling / Joe D.	**GW Depth (ft):**	N/E
Rig Type:	Geoprobe 7822 DT	**Drilling Method:**	3.25" ID HSA
Project Number:	26074.01	**Topo Est:** X **Field Survey** _____	

Depth (ft)	Sample #	Sample Depth	Blows/6"				N	Soil Description	REC	Remarks
1	S-1	0' - 2'		8	8	6	**16**	**ASPHALT 6"**		
2								Medium dense brown to black fine to medium SAND, little Silt, trace fine Gravel, very moist	**16"**	
3	S-2	2' - 4'	4	3	7	8	**10**	Loose pale brown fine to medium SAND, little Silt, moist	**20"**	
4										
5	S-3	4' - 6'	8	8	8	10	**16**	Medium dense pale brown fine to medium SAND, some Silt, moist	**24"**	
6										
7	S-4	6' - 8'	11	12	12	14	**24**	Medium dense white fine to coarse SAND, trace Silt, moist	**24"**	
8										
9	S-5	8' - 10'	10	10	11	13	**21**	Medium dense white fine to coarse SAND, trace Silt, moist	**20"**	
10										
11										**Stratum I**
12										
13										
14	S-6	13' - 15'	9	7	6	9	**13**	Medium dense light orange fine to medium SAND, little Silt, thin lens of gray Clay, moist	**24"**	
15										
16										
17										
18										
19	S-7	18' - 20'	8	8	9	11	**17**	Medium dense white to orange fine to medium SAND, trace Silt, moist	**18"**	
20										
21										
22										
23										
24	S-8	23' - 25'	13	12	11	12	**23**	Medium dense white to orange fine to coarse SAND, trace Silt, moist	**24"**	
25										
	END OF BORING AT 25 FEET									

Attachment D
Laboratory Test Results

SUMMARY OF LABORATORY TEST DATA

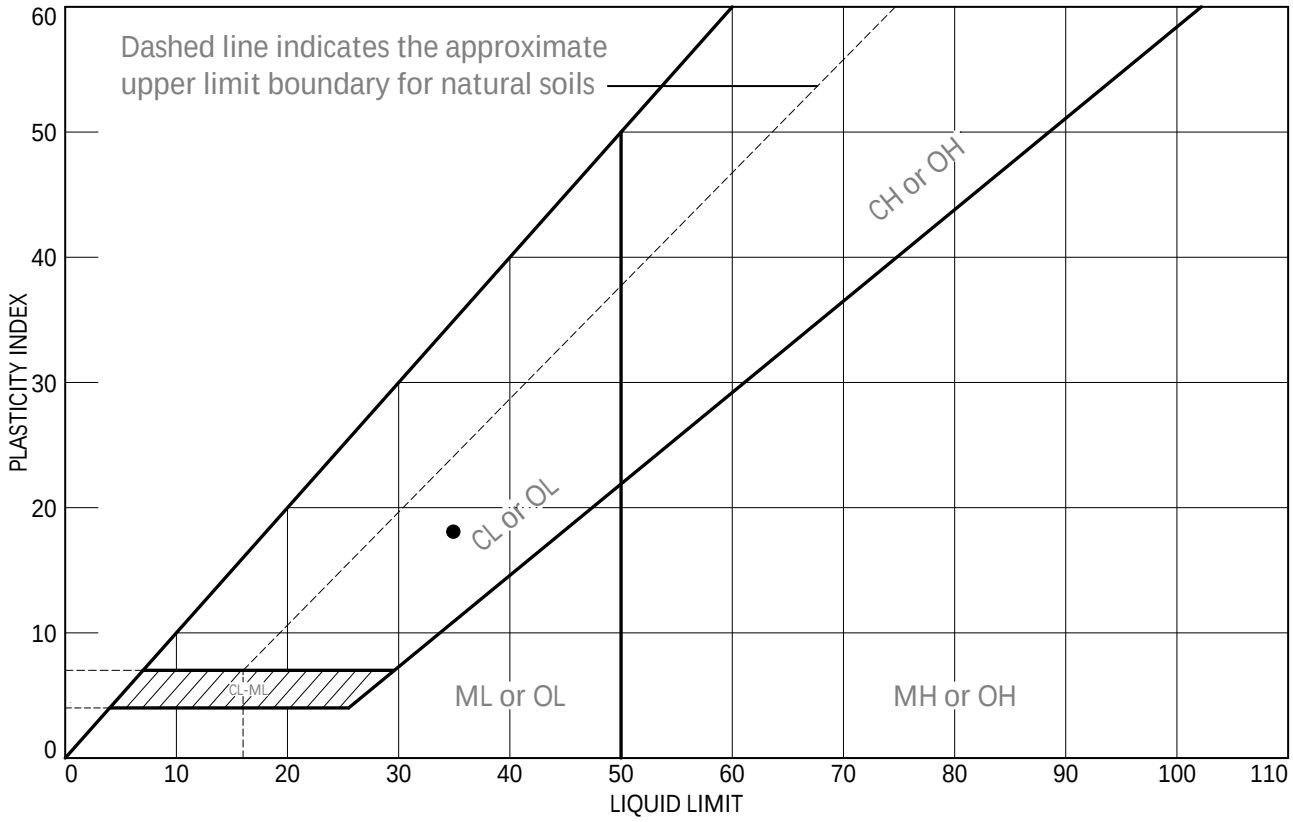
Project Name: Little Egg Harbor, NJ Mixed Use Building Geotech
DE #26074.01
Client Name: Digneo Engineering
TRC Project #: 749396

SAMPLE IDENTIFICATION			Soil Group (USCS System)	Moisture Content (%)	USCS GRAIN-SIZE DISTRIBUTION				PLASTICITY			
Source #	Sample #	Sample Depth (ft)			Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Liquidity Index (%)
B-1	S-2	2.0-4.0	CL	14.2	0.3	23.8	75.9		35	17	18	-0.2
B-2	S-3	4.0-6.0	SM	10.6	0.0	76.0	24.0		NP	NP	NP	-

NP = NON-PLASTIC

DRAWN BY: TBT 07/17/26 CHECKED BY: RLT 07/17/26

LIQUID AND PLASTIC LIMITS TEST REPORT



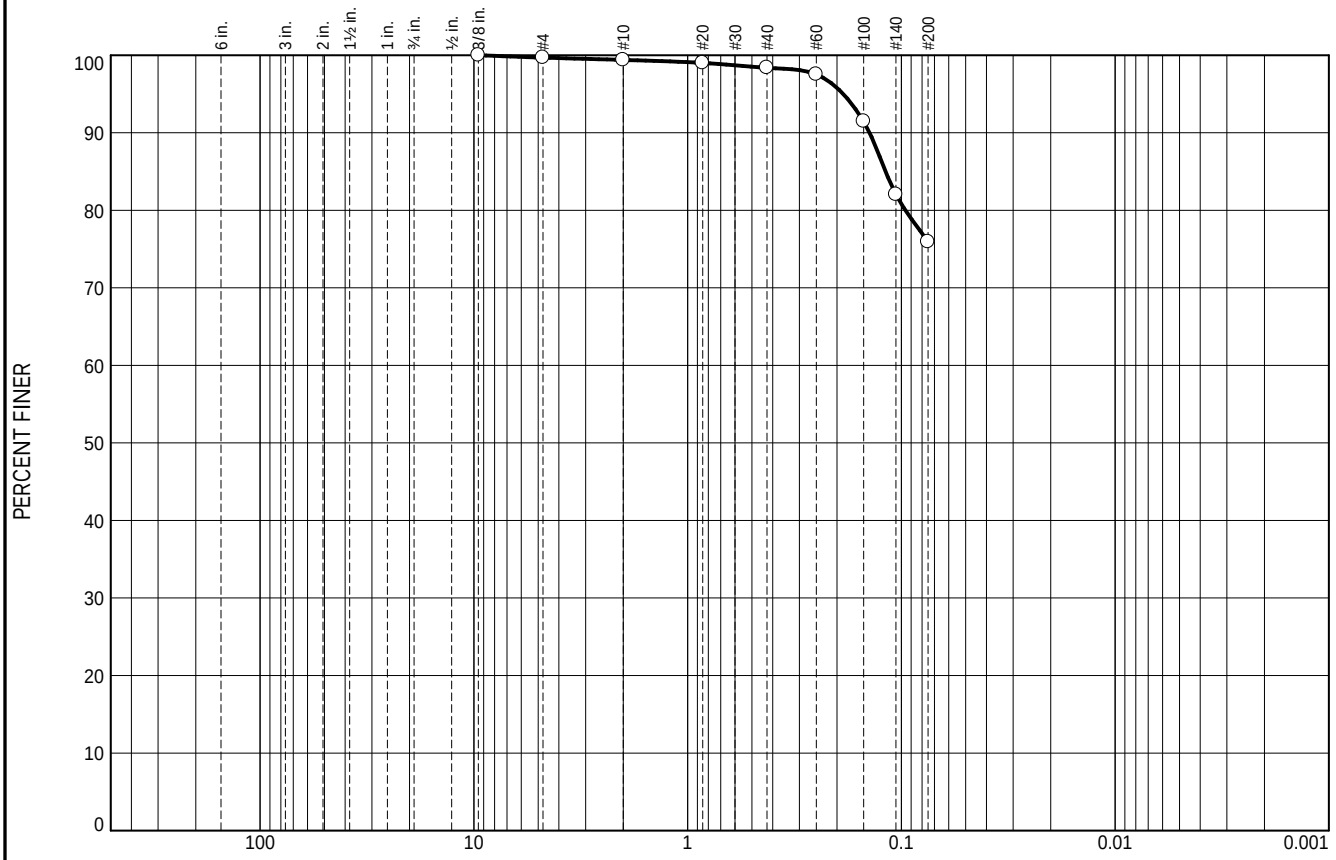
SOIL DATA								
	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-1	S-2	2.0-4.0 FT	14.2	17	35	18	CL
■	B-2	S-3	4.0-6.0 FT	10.6	NP	NP	NP	SM

TRC
Engineers, Inc.
Mt. Laurel, NJ

Client: Digneo Engineering
Project: Little Egg Harbor, NJ Mixed Use Building Geotech
DE #26074.01
Project No.: 749396 Figure 1

Particle Size Distribution Report

ASTM D6913 & D1140



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	0.0	0.3	0.3	1.0	22.5	75.9	

	LL	PL	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
○	35	17	0.1185							

Material Description	Test Date	USCS	NM
○ LIGHT BROWN/ORANGE-BROWN LEAN CLAY WITH SAND	07/15/26	CL	14.2

Project No. 749396 Client: Digneo Engineering

Project: Little Egg Harbor, NJ Mixed Use Building Geotech

DE #26074.01

○Source of Sample: B-1 Depth: 2.0-4.0 FT Sample Number: S-2

Remarks:

○SAMPLE DESCRIPTION BASED ON USCS

TRC Engineers, Inc.

Mt. Laurel, NJ

Figure 2

Tested By: JC Checked By: RLT

Particle Size Distribution Report

ASTM D6913 & D1140



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	0.0	0.0	1.0	18.2	56.8	24.0	

	LL	PL	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
○	NP	NP	0.5059	0.2425	0.2086	0.1526				

Material Description	Test Date	USCS	NM
○ LIGHT BROWN SILTY SAND	07/14/26	SM	10.6

Project No. 749396 Client: Digneo Engineering

Project: Little Egg Harbor, NJ Mixed Use Building Geotech

DE #26074.01

○Source of Sample: B-2 Depth: 4.0-6.0 FT Sample Number: S-3

Remarks:

○SAMPLE DESCRIPTION BASED ON USCS

TRC Engineers, Inc.

Mt. Laurel, NJ

Figure 3

Tested By: JP Checked By: RLT

ATTACHMENT 3

NJ STATE PREVAILING WAGE RATES



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 <u>not</u> 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 - OCEAN

Craft: Air Conditioning & Refrigeration - Service and Repair **PREVAILING WAGE RATE**

	05/12/26
Journeyman (Mechanic)	W48.73 B32.97 T81.70

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 - OCEAN

Craft: Boilermaker **PREVAILING WAGE RATE**

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

Craft: Boilermaker **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker **COMMENTS/NOTES**

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

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

SHIFT DIFFERENTIALS:
- The second shift shall work 7.5 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, hoilday or any other circumstances beyond the employer's control.

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

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 - OCEAN

Craft: Boilermaker - Minor Repairs **PREVAILING WAGE RATE**

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

Craft: Boilermaker - Minor Repairs **COMMENTS/NOTES**

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Bricklayer, Stone Mason **PREVAILING WAGE RATE**

	07/07/26
* Mason Helper	W40.70 B34.92 T75.62
Deputy Foreman	W52.60 B40.43 T93.03
Foreman	W57.35 B40.43 T97.78
Journeyman	W49.60 B40.43 T90.03

Craft: Bricklayer, Stone Mason **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	5.36	6.70	7.37	8.04	27.04	28.95	30.88	32.78		

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.

* The Mason Helper classification shall include all work required to assist masons in the completion of their work. This classification may include the installation of foam for EIFS (Exterior Insulation and Finish Systems); grouting; washing; and rub down of masonry; snapping ties; grinding, chipping, patching of concrete; wall tie installation; mixing and placing materials; pump hoses; exterior spray insulation; installation of lathe; waterproofing; damp proofing; air barriers; installation of various forms of track to receive materials; restoration demolition; form work including foam structures; all support and tending for masons, cavity insulation, masonry wall rebar; anchors and saws.

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.

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 - OCEAN

Craft: Carpenter **PREVAILING WAGE RATE**

	05/08/26
Foreman	W67.30 B40.45 T107.75
General Foreman	W76.08 B45.65 T121.73
Journeyman	W58.52 B35.25 T93.77

Craft: Carpenter **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	40%	55%	65%	80%						
Benefit	59.25% of	Appren	tice	Wage Rate	for all	intervals	+ $0.58			

Ratio of Apprentices to Journeymen - 1:3

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

Craft: Carpenter **COMMENTS/NOTES**

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.
- When there are 36 or more Carpenters on a job, there shall be 1 General Foreman and 2 Foremen. Thereafter, an additional Foreman shall be required for each additional 10 Carpenters on a job.

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

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

OVERTIME:
- 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 - OCEAN

Craft: Carpenter - Resilient Flooring **PREVAILING WAGE RATE**

	05/08/26
Foreman	W67.30 B40.37 T107.67
Journeyman	W58.52 B35.17 T93.69

Craft: Carpenter - Resilient Flooring **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	59.25%	of	Appren	tice	Wage Rate	for all	intervals	+ $0.50		

Ratio of Apprentices to Journeymen - *

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

Craft: Carpenter - Resilient Flooring **COMMENTS/NOTES**

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.

County - OCEAN

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.

County - OCEAN

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 - OCEAN

Craft: Commercial Painter **PREVAILING WAGE RATE**

	05/08/26
Foreman	W51.43 B33.41 T84.84
General Foreman	W56.10 B33.41 T89.51
Journeyman	W46.75 B33.41 T80.16

Craft: Commercial Painter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	23.38	28.05	32.73	37.40						
Benefits	18.35	18.35	18.35	18.35						

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter **COMMENTS/NOTES**

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

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

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

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

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

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

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

Veterans' Day, Thanksgiving Day, Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Diver **PREVAILING WAGE RATE**

	05/08/26
Diver	W61.88 B45.62 T107.50
Tender	W49.50 B45.62 T95.12

Craft: Diver **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefit	32.98	34.10	35.22	36.35						

Ratio of Apprentices to Journeymen - 1:4

Craft: Diver **COMMENTS/NOTES**

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Dockbuilder/Pile Driver **PREVAILING WAGE RATE**

	05/08/26
Foreman	W59.40 B45.62 T105.02
Journeyman	W49.50 B45.62 T95.12

Craft: Dockbuilder/Pile Driver **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefits	26.31	28.57	31.78	35.11						

Ratio of Apprentices to Journeymen - 1:3

Craft: Dockbuilder/Pile Driver **COMMENTS/NOTES**

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

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

Harzardous Material Work:
-On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.
- A Dockbuilder/Pile Driver working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional $1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

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

SHIFT WORK:

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Drywall Finisher **PREVAILING WAGE RATE**

	05/08/26
Foreman	W50.63 B32.49 T83.12
General Foreman	W52.93 B32.49 T85.42
Journeyman	W46.03 B32.49 T78.52

Craft: Drywall Finisher **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	23.02	29.92	36.82	41.43						
Benefits	18.82	18.82	18.82	18.82						

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 - OCEAN

Craft: Electrician **PREVAILING WAGE RATE**

	06/04/26
Assistant General Foreman	W72.57 B58.13 T130.70
Foreman (2 to 4 Journeymen)	W67.21 B53.85 T121.06
Foreman (5 to 10 Journeymen)	W68.40 B54.80 T123.20
General Foreman (101+ Journeymen)	W83.27 B66.71 T149.98
General Foreman (24 to 100 Journeymen)	W77.32 B61.95 T139.27
Journeyman, Cable Splicer	W59.48 B47.65 T107.13
Lead Foreman (11 to 23 Journeymen)	W71.38 B57.18 T128.56
Plan Reader	W64.24 B51.46 T115.70

Craft: Electrician **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	30%	40%	50%	60%	80%					
Benefit	14.30	19.06	23.83	28.59	38.12					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician **COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:
- All burglar and fire alarm work, including camera surveillance systems.
- All fiber optic work.
- Teledata, integrated network infrastructures work in new construction (including additions).
- Teledata, integrated network infrastructures work involving 16 instruments or more.

- All camera installations.

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):
- 2 to 4 Journeymen- 1 must be a Foreman (2 to 4 JW).
- 5 to 11 Journeymen- 1 must be a Foreman (5 to 10 JW).
- 12 to 22 workers- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JW).
- 23 workers- 1 must be a Lead Foremen and 2 must be a Foreman (5 to 10 JW).
- 24 to 34 workers- 1 must be a General Foreman (24 to 100) and 3 must be a Foreman (5 to 10 JW).
- 35 to 36 workers- 1 must be a General Foreman (24 to 100) and 4 must be a Foreman (5 to 10 JW).
-37 to 46 Journeymen- 1 must be a General Foreman (24 to 100), 1 must be an Assistant General Foremen and 4 must be a Foreman (5 to 10 JW)
- For each additional 10 Journeymen- 1 additional Foreman (5 to 10) shall be added.
- For each additional 40 Journeymen- 1 additional Assistant General Foreman shall be added.
- 101+ Journeymen- 1 must be a General Foreman (101+).

- The regular workday shall be 8 hours, between the hours of 7:00 am and 4:30 pm.

HEIGHT WORK:
- Work performed 50 feet above ground or floor - additional $2.00 per hour.
- Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

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 regular rate, per hour, 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 of benefits.

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents Day, 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 - OCEAN

Craft: Electrician - Teledata (15 Instruments and Less) **PREVAILING WAGE RATE**

	12/01/25	11/30/26	11/29/27	12/04/28
Journeyman Technician (1-2 workers on job)	W52.02 B28.39 T80.41	W53.23 B30.18 T83.41	W54.41 B32.00 T86.41	W55.55 B33.86 T89.41
Master Tech./Gen. Foreman (26+ workers on job)	W68.15 B37.19 T105.34	W70.26 B39.84 T110.10	W71.82 B42.24 T114.06	W73.33 B44.69 T118.02
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W62.42 B34.07 T96.49	W64.41 B36.52 T100.93	W65.83 B38.73 T104.56	W67.22 B40.97 T108.19
Technician A/Foreman (9-15 workers on job)	W59.82 B32.65 T92.47	W61.75 B35.01 T96.76	W63.11 B37.13 T100.24	W64.44 B39.28 T103.72
Technician B/Foreman (4-8 workers on job)	W57.22 B31.23 T88.45	W59.09 B33.50 T92.59	W60.39 B35.53 T95.92	W61.66 B37.59 T99.25
Technician C/Foreman (3 workers on job)	W54.62 B29.81 T84.43	W56.42 B31.99 T88.41	W57.67 B33.92 T91.59	W58.88 B35.89 T94.77

Craft: Electrician - Teledata (15 Instruments and Less) **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
* 6 Months	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
Benefit	10.50	10.79	11.64	12.50	13.63	15.32	17.31	19.03	21.01	22.99

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less) **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 11-30-26:

INTERVAL PERIOD AND RATES
6 Mos. 37% 38% 41% 44% 48% 54% 61% 67% 74% 81%
Ben. 11.17 11.47 12.38 13.28 14.49 16.30 18.41 20.22 22.33 24.44

APPRENTICE RATE SCHEDULE AS OF 11-29-27:

INTERVAL PERIOD AND RATES
6 Mos. 37% 38% 41% 44% 48% 54% 61% 67% 74% 81%
Ben. 11.84 12.16 13.12 14.08 15.36 17.28 19.52 21.44 23.68 25.92

APPRENTICE RATE SCHEDULE AS OF 12-4-28:

INTERVAL	PERIOD AND RATES									
6 Mos.	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
Ben.	12.53	12.87	13.88	14.90	16.26	18.28	20.65	22.68	25.05	27.42

* The apprentice wage rate is paid at the percentage of the Journeyman Technician wage rate .

NOTES:
1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less for telephone and network cabling. These rates may NOT be used for any new construction, any fiber optic work or camera surveillance systems installations.
2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HEIGHT WORK (work performed 50 feet above ground/floor): +$2.00 per hr.

The regular workday consists of 8 hours between 7:00 AM and 5:30 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 regular rate, per hour, 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 of benefits

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Satrurday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked Monday thru Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working the four 10-hour day schedule.

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. Saturday holidays will be observed the preceding Friday.

County - OCEAN

Craft: Electrician - Teledata (16 Instruments & More) **PREVAILING WAGE RATE**

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More) **COMMENTS/NOTES**

See ELECTRICIAN Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Electrician- Outside Commercial **PREVAILING WAGE RATE**

	06/04/26
Assistant General Foreman	W72.87 B57.83 T130.70
Cable Splicer & Equipment Operator	W59.73 B47.40 T107.13
Foreman (2 to 4 Journeymen)	W67.49 B53.57 T121.06
Foreman (5 to 10 Journeymen)	W68.69 B54.51 T123.20
General Foreman (101+ Journeymen)	W83.62 B66.36 T149.98
General Foreman (24 to 100 Journeymen)	W77.65 B61.62 T139.27
Groundman	W41.81 B33.18 T74.99
Journeyman Lineman	W59.73 B47.40 T107.13
Lead Foreman (11 to 23 Journeymen)	W71.68 B56.88 T128.56

Craft: Electrician- Outside Commercial **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	65%	70%	75%	80%	85%	90%			
Benefits	28.44	30.81	33.18	35.55	37.92	40.29	42.66			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician- Outside Commercial **COMMENTS/NOTES**

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):
- 2 to 4 Journeymen Lineman- 1 must be a Foreman (2 to 4 JL).
- 5 to 11 Journeymen Lineman- 1 must be a Foreman (5 to 10 JL).
- 12 to 22 Journeymen Lineman- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JL).
- 23 Journeyman Lineman- 1 must be a Lead Foremen and 2 must be a Foreman (5 to 10 JL).
- 24 to 34 Journeyman Lineman- 1 must be a General Foreman (24 to 100) and 3 must be a Foreman (5 to 10 JL).
- 35 to 36 workers- 1 must be a General Foreman (24 to 100) and 4 must be a Foreman (5 to 10 JL).
- 37 to 46 Journeymen Lineman- 1 must be a General Foreman (24 to 100), 1 must be and Assistant General Foreman and 4 must be a Foreman (5 to 10 JL).
- For each additional 10 Journeymen- 1 addtional Foreman (5 to 10) shall be added.
- For each additional 40 Journeymen- 1 additional Assistant General Foreman shall be added.
- 101+ Journeymen- 1 must be a General Foreman (101+).

HAZMAT WORK:
- Work is to be performed by a Journeyman Lineman who is qualified to perform HAZMAT work - additional 10% per hour.

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.

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents Day, 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 - OCEAN

Craft: Electrician-Solar **PREVAILING WAGE RATE**

	06/04/26
Assistant General Foreman (66+ Journeymen)	W72.57 B58.13 T130.70
Foreman (1 to 16 Journeymen)	W68.40 B54.80 T123.20
General Foreman (101+ Journeymen)	W83.27 B66.71 T149.98
General Foreman (33 to 100 Journeymen)	W77.32 B61.95 T139.27
Journeyman, Cable Splicer	W59.48 B47.65 T107.13
Solar Lead Foreman (17 to 32 Journeymen)	W71.38 B57.18 T128.56

Craft: Electrician-Solar **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	30%	40%	50%	60%	80%					
Benefits	14.30	19.06	23.83	28.59	38.12					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician-Solar **COMMENTS/NOTES**

* These rates apply to all aspects of a SOLAR project.

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):
- 1 to 6 Journeymen - 1 must be a Foreman (1 to 16 JW).
- 17 to 32 Journeymen- 1 must be a Solar Lead Foreman and 1 must be a Foreman (1 to 16 JW).
- 33 Journeymen- 1 must be a General Foreman (33 to 100) and 2 must be a Foreman (1 to 16 JW).
- 34 to 49 Journeymen- 1 must be a General Foreman (33 to 100) and 3 must be a Foreman (1 to 16 JW).
- 50 to 66 Journeymen- 1 must be a General Foreman (33 to 100), 1 must be an Assistant General Foreman and 4 must be a Foreman (1 to 16 JW).
- 67 to 82 Journeymen- 1 must be a General Foreman (33 to 100), 1 must be an Assistant General Foreman and 5 must be a Foreman (1 to 16 JW).
- For each additional 16 Journeymen- 1 additional Foreman (1 to 16) shall be added.
- For each additional 40 Journeyman- 1 additional Assistant General Foreman shall be added.

- 101+ Journeymen- 1 must be a General Foreman (101+).

- The regular workday shall be 8 hours, between the hours of 7:00 am and 4:30 pm.

HEIGHT WORK:
- Work performed 50 feet above ground or floor - additional $2.00 per hour.
- Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

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 regular rate, per hour, 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 of benefits.

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents Day, 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 - OCEAN

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	70% 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 - OCEAN

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	34.59	37.47	40.36	43.24	46.12	49.00	51.89			
Benefits	31.56	33.45	35.32	37.21	39.08	40.98	42.85			

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 - OCEAN

Craft: Elevator Constructor **PREVAILING WAGE RATE**

	02/04/26
Helper-Over 5 Years	W52.40 B45.07 T97.47
Helper-Under 5 Years	W52.40 B44.02 T96.42
Mechanic (Journeyman) over 5 years	W74.86 B46.87 T121.73
Mechanic (Journeyman) under 5 years	W74.86 B45.37 T120.23
Mechanic in Charge (Foreman) over 5 years	W84.22 B47.62 T131.84
Mechanic in Charge (Foreman) under 5 years	W84.22 B45.93 T130.15
Probationary Helper (1st 6 months)	W37.43 B43.13 T80.56

Craft: Elevator Constructor **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyman	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.

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 - OCEAN

Craft: Glazier **PREVAILING WAGE RATE**

	05/08/26
* Leadman	W55.93 B35.03 T90.96
Foreman	W57.93 B35.27 T93.20
General Foreman	W59.93 B35.51 T95.44
Journeyman	W53.93 B34.79 T88.72

Craft: Glazier **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	15.25	15.25	17.07	17.07	20.06	20.06	21.82	21.82		

Ratio of Apprentices to Journeymen - 1:3

Craft: Glazier **COMMENTS/NOTES**

Hazard/Height Pay: +$1.00 per hour shall be added to the wage of an employee while working on a pipe scaffold whose platform is at least thirty (30) feet above ground, on a swing stage scaffold at any height and when directed by the employer to work on a motorized lift at any height.

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

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

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

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

OVERTIME:

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

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

	07/01/26
Foreman	W59.15 B43.35 T102.50
Journeyman	W57.65 B43.35 T101.00

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

INTERVAL	PERIOD AND RATES									
Yearly	45%	55%	65%	75%	80%					
Benefit	38.60	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

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

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Heat & Frost Insulator-Asbestos Worker **PREVAILING WAGE RATE**

	09/24/26
Foreman	W59.15 B43.35 T102.50
Journeyman	W57.65 B43.35 T101.00

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 rate only apply to the REMOVAL of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

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

MECHANIC-TO APPRENTICE RATIO:
- Maximum of 5 Apprentices for each Abatement Mechanic on the job.

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Industrial Painter- Bridges **PREVAILING WAGE RATE**

	02/20/26
Foreman	W65.07 B39.13 T104.20
General Foreman	W67.57 B39.13 T106.70
Journeyman	W60.07 B39.13 T99.20

Craft: Industrial Painter- Bridges **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.94	22.01	28.91							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges **COMMENTS/NOTES**

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

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

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

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

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

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

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 - OCEAN

Craft: Industrial Painter- Structural Steel **PREVAILING WAGE RATE**

	02/20/26
Foreman	W53.81 B36.78 T90.59
General Foreman	W56.31 B36.78 T93.09
Journeyman	W48.81 B36.78 T85.59

Craft: Industrial Painter- Structural Steel **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel **COMMENTS/NOTES**

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

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

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

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

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

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

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 - OCEAN

Craft: Industrial Painter- Water Tanks **PREVAILING WAGE RATE**

	02/20/26
Foreman	W54.86 B36.43 T91.29
General Foreman	W57.36 B36.43 T93.79
Journeyman	W49.86 B36.43 T86.29

Craft: Industrial Painter- Water Tanks **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.94	22.01	28.91							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks **COMMENTS/NOTES**

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

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

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

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

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

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

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 - OCEAN

Craft: Ironworker **PREVAILING WAGE RATE**

	07/01/26
Rod/Fence Foreman	W56.26 B53.17 T109.43
Rod/Fence Journeyman	W51.14 B53.17 T104.31
Structural Foreman	W58.79 B53.17 T111.96
Structural Journeyman	W53.44 B53.17 T106.61

Craft: Ironworker **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	50%	60%		Yearly	70%	80%	90%			
Benefits	same as	journeyman	amount							

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker **COMMENTS/NOTES**

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + $3.00 per hour

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

FOREMAN REQUIREMENTS:
When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule 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 15%.
- 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%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for four days or less (unless working a four 10-day day shift) on all projects bid after July 1, 2024, that shift shall be paid time and one-half the regular rate, inclusive of benefits. However, when an irregular shift is established at five 8-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift is established at four 10-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift extends into Saturday, time and one-half shall be paid on the regular rate, inclusive of benefits, beginning at midnight (12:00 am) for the duration of the shift. A Sunday shift that extends into Monday shall be paid at double the

regular rate, inclusive of benefits, until 12:00 am on Monday, at which time the 15% shift differential will apply to the regular rate.

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 Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half 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 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, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Laborer - Asbestos & Hazardous Waste Removal **PREVAILING WAGE RATE**

	08/11/26
Foreman	W48.12 B27.72 T75.84
Journeyman (Handler)	W42.77 B27.72 T70.49

Craft: Laborer - Asbestos & Hazardous Waste Removal **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	25.66	29.94	34.22	38.49						
Benefit	23.07	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 - OCEAN

Craft: Laborer - Building **PREVAILING WAGE RATE**

	07/07/26
Class A Journeyman	W40.97 B34.85 T75.82
Class B Journeyman	W39.97 B34.85 T74.82
Class C Journeyman	W33.97 B34.85 T68.82
Foreman	W46.09 B34.85 T80.94
General Foreman	W51.21 B34.85 T86.06

Craft: Laborer - Building **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
Benefit	31.60	31.60	31.60	31.60						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building **COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.
CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.
CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

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

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

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Laborer - Heavy & General **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

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

Craft: Laborer - Heavy & General **COMMENTS/NOTES**

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Laborer-Residential and Modular Construction **PREVAILING WAGE RATE**

	04/01/26	04/01/27
* Skilled Tradesman (only applies to Modular Construction)	W36.50 B5.45 T41.95	W37.00 B5.45 T42.45
Foreman (person directing crew, regardless of his skill classification)	W38.50 B5.45 T43.95	W39.00 B5.45 T44.45
Residential and Modular Construction Laborer	W32.50 B5.45 T37.95	W33.00 B5.45 T38.45

Craft: Laborer-Residential and Modular Construction **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction **COMMENTS/NOTES**

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

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

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and 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, CAT5, 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 - OCEAN

Craft: Millwright **PREVAILING WAGE RATE**

	05/01/26
Foreman	W68.93 B41.47 T110.40
Journeyman	W59.94 B36.15 T96.09

Craft: Millwright **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	Rate	for all	intervals	+ $0.63		

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 - OCEAN

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 - OCEAN

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	80%	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 - OCEAN

Craft: Painter - Line Striping **PREVAILING WAGE RATE**

	12/01/25
Apprentice (1st year)	W32.04 B17.68 T49.72
Apprentice (2nd year)	W36.55 B28.63 T65.18
Foreman (Charge Person)	W46.12 B29.41 T75.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W41.35 B29.41 T70.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W45.12 B29.41 T74.53

Craft: Painter - Line Striping **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping **COMMENTS/NOTES**

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Paperhanger **PREVAILING WAGE RATE**

	05/08/26
Foreman	W56.57 B33.41 T89.98
General Foreman	W61.72 B33.41 T95.13
Journeyman	W51.43 B33.41 T84.84

Craft: Paperhanger **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	25.72	30.86	36.00	41.14						
Benefits	18.35	18.35	18.35	18.35						

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 - OCEAN

Craft: Pipefitter **PREVAILING WAGE RATE**

.

Craft: Pipefitter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Pipefitter **COMMENTS/NOTES**

See PLUMBERS Rates

County - OCEAN

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 - OCEAN

Craft: Plumber **PREVAILING WAGE RATE**

	07/01/26
Assistant General Foreman	W68.26 B48.45 T116.71
Foreman	W67.63 B48.45 T116.08
General Foreman	W71.39 B48.45 T119.84
Journeyman	W62.62 B48.45 T111.07

Craft: Plumber **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	35%	45%	55%	65%	75%					
Benefits	30.30	33.10	35.88	38.68	41.47					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber **COMMENTS/NOTES**

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

FOREMAN REQUIREMENTS (number of Plumbers on site):
- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Asssistant General Foreman for 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 of 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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Roofer **PREVAILING WAGE RATE**

	05/27/26
Foreman (5 workers or less)	W49.53 B35.22 T84.75
Foreman (6 workers or more)	W50.03 B35.22 T85.25
Journeyman	W47.53 B35.22 T82.75

Craft: Roofer **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	55%	60%	65%	75%						
Benefits	23.74	28.49	35.22	35.22						

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 - OCEAN

Craft: Roofer - Shingle, Slate & Tile **PREVAILING WAGE RATE**

	05/27/26
Foreman (3 workers or less)	W37.70 B22.68 T60.38
Foreman (4 workers or more)	W38.20 B22.68 T60.88
Helper	W18.60 B22.68 T41.28
Journeyman (shingle work)	W37.20 B22.68 T59.88

Craft: Roofer - Shingle, Slate & Tile **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%							
Benefits	22.68	22.68	22.68							

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 - OCEAN

Craft: Sheet Metal Sign Installation **PREVAILING WAGE RATE**

	06/03/26
Foreman	W49.60 B47.74 T97.34
Journeyman	W45.60 B47.74 T93.34

Craft: Sheet Metal Sign Installation **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	15.91	18.14	20.38	22.61	25.40	27.66	29.97	32.23	34.53	36.80

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation **COMMENTS/NOTES**

FOREMAN REQUIREMENT:
When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

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

OVERTIME:
Hours before or after the regular workday, Monday though Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the 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 - OCEAN

Craft: Sheet Metal Worker **PREVAILING WAGE RATE**

	06/01/26
Foreman	W68.43 B49.10 T117.53
Journeyman	W64.25 B49.10 T113.35

Craft: Sheet Metal Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	15.45	17.25	19.07	20.86	22.66	32.27	34.68	37.08	39.48	41.89

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).

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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 addtional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

SHOP FOREMAN REQUIREMNTS (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

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 = 57.79
Double-time = 65.24

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 - OCEAN

Craft: Sprinkler Fitter **PREVAILING WAGE RATE**

	01/01/26	01/01/27
Foreman	W66.64 B37.81 T104.45	W70.86 B38.81 T109.67
General Foreman	W68.89 B37.81 T106.70	W73.11 B38.81 T111.92
Journeyman	W63.14 B37.81 T100.95	W67.11 B38.81 T105.92
Master Foreman	W71.14 B37.81 T108.95	W75.36 B38.81 T114.17

Craft: Sprinkler Fitter **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
1000 Hours	43%	48%	52%	56%	59%	64%	68%	72%	76%	80%
Benefits	10.23	10.23	22.79	22.79	23.04	23.04	23.04	23.04	23.04	23.04

Ratio of Apprentices to Journeymen - 1:1

Craft: Sprinkler Fitter **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 1-1-27:

INTERVAL PERIOD AND RATES
1000 Hours 43% 48% 52% 56% 59% 64% 68% 72% 76% 80%
Benefits 11.23 11.23 23.79 23.79 24.04 24.04 24.04 24.04 24.04 24.04

FOREMAN REQUIREMENTS:
- There must be a Foreman on all projects. If there is only 1 Sprinkler Fitter on the project, he shall be designated a Foreman.
- On any job with 15 to 25 Sprinkler Fitters 1 shall be designated a General Foreman.
- On any job with over 25 Sprinkler Fitters 1 shall be designated a Master 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 - OCEAN

Craft: Tile Worker **PREVAILING WAGE RATE**

	06/01/26
Finisher	W44.17 B32.83 T77.00
Setter	W51.99 B39.83 T91.82

Craft: Tile Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker **COMMENTS/NOTES**

NOTE: These rates also apply to Terrazzo and Marble work.

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - OCEAN

Craft: Truck Driver **PREVAILING WAGE RATE**

	05/01/26
Bucket, Utility, Pick-up, Fuel Delivery trucks	W49.63 B44.81 T94.44
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W49.63 B44.81 T94.44
Euclid-type vehicles (large off-road equipment)	W49.78 B44.81 T94.59
Helper on Asphalt Distributor truck	W49.63 B44.81 T94.44
Low Boy Driver	W53.21 B44.81 T98.02
Slurry Seal, Seeding/Fertilizing/Mulching truck	W49.63 B44.81 T94.44
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W49.68 B44.81 T94.49
Tractor-Trailer truck (all types)	W49.78 B44.81 T94.59
Vacuum or Vac-All truck (entire unit)	W49.63 B44.81 T94.44
Winch Trailer Driver	W49.88 B44.81 T94.69

Craft: Truck Driver **COMMENTS/NOTES**

Foreman: + $1.00 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 $5.00 per hour.

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

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Benefits on overtime shall be $53.42.

- 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 - OCEAN

Craft: Truck Driver-Material Delivery Driver **PREVAILING WAGE RATE**

	05/01/26
Driver	W39.70 B44.81 T84.51
New Hires: 1st Year	W39.70 B44.81 T84.51

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 $53.42.

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.

County - OCEAN

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

TERRITORY

ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

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

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

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

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.63	42.45	104.08

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 addtional $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:

07/01/2026

Rate	Fringe	Total
61.63	42.45	104.08

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:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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 (Hetzel, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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:

07/01/2026

Rate	Fringe	Total
54.38	42.45	96.83

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:

07/01/2026

Rate	Fringe	Total
51.80	42.45	94.25

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.96	42.45	104.41

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

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

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

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:

07/01/2026

Rate	Fringe	Total
58.09	42.45	100.54

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:

07/01/2026

Rate	Fringe	Total
58.09	42.45	100.54

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2026

Rate	Fringe	Total
65.04	42.45	107.49

CLASSIFICATIONS:

Helicoptor Pilot/Engineer

Effective Dates:

07/01/2026

Rate	Fringe	Total
69.72	42.45	112.17

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:

07/01/2026

Rate	Fringe	Total
68.72	42.45	111.17

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:

07/01/2026

Rate	Fringe	Total
65.22	42.45	107.67

CLASSIFICATIONS:

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

Effective Dates:

07/01/2026

Rate	Fringe	Total
67.72	42.45	110.17

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:

07/01/2026

Rate	Fringe	Total
64.22	42.45	106.67

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

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

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

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

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

07/01/2026

Rate	Fringe	Total
66.85	42.45	109.30

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
62.79	42.45	105.24

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:

07/01/2026

Rate	Fringe	Total
60.13	42.45	102.58

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:

07/01/2026

Rate	Fringe	Total
58.60	42.45	101.05

CLASSIFICATIONS:

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2026

Rate	Fringe	Total
54.84	42.45	97.29

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2026

Rate	Fringe	Total
62.41	42.45	104.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2026

Rate	Fringe	Total
51.80	42.45	94.25

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.55	42.45	106.00

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2026

Rate	Fringe	Total
71.74	42.45	114.19

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:

07/01/2026

Rate	Fringe	Total
70.08	42.45	112.53

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. abovr 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:

07/01/2026

Rate	Fringe	Total
67.24	42.45	109.69

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:

07/01/2026

Rate	Fringe	Total
65.58	42.45	108.03

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
67.24	42.45	109.69

CLASSIFICATIONS:

Helicopter Pilot & Engineer

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

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

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

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

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2026

Rate	Fringe	Total
56.38	42.45	98.83

CLASSIFICATIONS:

Driller's Helper

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

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

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

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

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
69.31	40.63	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.94	40.63	109.57

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.31	40.63	108.94

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
71.44	40.63	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.63	40.63	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.19	40.63	107.82

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.00	40.63	107.63

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
66.50	40.63	107.13

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.97	42.45	104.42

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2026

Rate	Fringe	Total
55.13	42.45	97.58

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:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
48.48	15.44	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
41.93	14.99	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
39.46	14.81	54.27	55.75

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
38.38	14.74	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
37.15	14.65	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
30.86	14.21	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
43.20	15.07	58.27	59.89

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:

03/01/2026

Rate	Fringe	Total
53.80	29.95	83.75

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
51.85	29.95	81.80

CLASSIFICATIONS:

Box man, Hopper, CM Controller

Effective Dates:

03/01/2026

Rate	Fringe	Total
50.15	29.95	80.10

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2026

Rate	Fringe	Total
50.80	29.95	80.75

CLASSIFICATIONS:

Squeegee man

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

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

Effective Dates:

03/01/2026

Rate	Fringe	Total
48.70	29.95	78.65

CLASSIFICATIONS:

Cleaner, Taper

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

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.50	40.63	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Screedman

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.10	40.63	93.73

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.20	40.63	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.35	40.63	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total

CLASSIFICATIONS:

Certified Paving Foreman

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

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

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

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

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

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

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

Effective Dates:

10/21/2025

Rate	Fringe	Total
38.15	36.22	74.37

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/21/2025

Rate	Fringe	Total
48.78	36.22	85.00

CLASSIFICATIONS:

Driller

Effective Dates:

10/21/2025

Rate	Fringe	Total
55.61	36.22	91.83

CLASSIFICATIONS:

Foreman

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

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

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

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

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

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

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

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

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

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

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

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

Effective Dates:

03/03/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

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

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

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

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

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

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

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

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

Effective Dates:

06/04/2026

Rate	Fringe	Total
60.89	39.95	100.84

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

06/04/2026

Rate	Fringe	Total
60.89	39.95	100.84

CLASSIFICATIONS:

Pipeline Journeyman

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

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

Effective Dates:

06/04/2026

Rate	Fringe	Total
37.59	28.07	65.66

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:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/05/2025

Rate	Fringe	Total
43.28	25.22	68.50

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

OVERTIME:
Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
69.55	48.68	118.23	122.97	127.89	132.99

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Special License Operator

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
66.39	46.47	112.86	117.38	122.07	126.95

CLASSIFICATIONS:

Journeyman Lineman when welding, splicing, hot stick, barehand and helicopter work

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
60.70	42.49	103.19	107.32	111.60	116.07

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

Groundman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
80.93	56.65	137.58	143.08	148.81	154.75

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
74.61	52.22	126.83	131.92	137.19	142.66

CLASSIFICATIONS:

Assistant General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
72.71	50.89	123.60	128.55	133.70	139.04

CLASSIFICATIONS:

Line Foreman

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

GTO (Groundman Truck Operator) with CDL A

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

First Responder

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

Line Equipment Mechanic

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
When two (2) or three (3) shifts are worked the following shall apply:
1st shift (between the hours of 8:00 AM and 4:30 PM)
2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

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

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

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

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

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

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

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.
Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
73.79	62.52	136.31

CLASSIFICATIONS:

General Foreman

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
65.72	57.24	122.96

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
62.26	55.01	117.27

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Journeyman Welder

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2025

Rate	Fringe	Total
46.12	44.49	90.61

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
40.36	40.72	81.08

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2025

Rate	Fringe	Total
37.47	38.85	76.32

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
34.59	36.96	71.55

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
31.71	35.09	66.80

CLASSIFICATIONS:

Groundman 1st Year

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

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
25.37	30.96	56.33

CLASSIFICATIONS:

Flagman

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

THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY

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

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

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

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
83.18	40.63	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
82.73	40.63	123.36

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
81.98	40.63	122.61

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
85.73	40.63	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
81.15	40.63	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
80.63	40.63	121.26

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2026

Rate	Fringe	Total
80.40	40.63	121.03

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man,
Gravel Man, Form Man)

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
79.80	40.63	120.43

CLASSIFICATIONS:

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

STATEWIDE RATES

TERRITORY

ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

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

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

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

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.63	42.45	104.08

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 addtional $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:

07/01/2026

Rate	Fringe	Total
61.63	42.45	104.08

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:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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 (Hetzel, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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:

07/01/2026

Rate	Fringe	Total
54.38	42.45	96.83

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:

07/01/2026

Rate	Fringe	Total
51.80	42.45	94.25

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.96	42.45	104.41

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

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

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

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:

07/01/2026

Rate	Fringe	Total
58.09	42.45	100.54

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:

07/01/2026

Rate	Fringe	Total
58.09	42.45	100.54

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2026

Rate	Fringe	Total
65.04	42.45	107.49

CLASSIFICATIONS:

Helicoptor Pilot/Engineer

Effective Dates:

07/01/2026

Rate	Fringe	Total
69.72	42.45	112.17

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:

07/01/2026

Rate	Fringe	Total
68.72	42.45	111.17

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:

07/01/2026

Rate	Fringe	Total
65.22	42.45	107.67

CLASSIFICATIONS:

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

Effective Dates:

07/01/2026

Rate	Fringe	Total
67.72	42.45	110.17

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:

07/01/2026

Rate	Fringe	Total
64.22	42.45	106.67

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

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

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

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

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

07/01/2026

Rate	Fringe	Total
66.85	42.45	109.30

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
62.79	42.45	105.24

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:

07/01/2026

Rate	Fringe	Total
60.13	42.45	102.58

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:

07/01/2026

Rate	Fringe	Total
58.60	42.45	101.05

CLASSIFICATIONS:

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2026

Rate	Fringe	Total
54.84	42.45	97.29

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2026

Rate	Fringe	Total
62.41	42.45	104.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2026

Rate	Fringe	Total
51.80	42.45	94.25

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.55	42.45	106.00

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2026

Rate	Fringe	Total
71.74	42.45	114.19

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:

07/01/2026

Rate	Fringe	Total
70.08	42.45	112.53

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. abovr 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:

07/01/2026

Rate	Fringe	Total
67.24	42.45	109.69

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:

07/01/2026

Rate	Fringe	Total
65.58	42.45	108.03

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
67.24	42.45	109.69

CLASSIFICATIONS:

Helicopter Pilot & Engineer

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

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

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

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

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2026

Rate	Fringe	Total
56.38	42.45	98.83

CLASSIFICATIONS:

Driller's Helper

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

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

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

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

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
69.31	40.63	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.94	40.63	109.57

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.31	40.63	108.94

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
71.44	40.63	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.63	40.63	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.19	40.63	107.82

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.00	40.63	107.63

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
66.50	40.63	107.13

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.97	42.45	104.42

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2026

Rate	Fringe	Total
55.13	42.45	97.58

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:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
48.48	15.44	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
41.93	14.99	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
39.46	14.81	54.27	55.75

CLASSIFICATIONS:

Certified Welder

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

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
38.38	14.74	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
37.15	14.65	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
30.86	14.21	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
43.20	15.07	58.27	59.89

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:

03/01/2026

Rate	Fringe	Total
53.80	29.95	83.75

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
51.85	29.95	81.80

CLASSIFICATIONS:

Box man, Hopper, CM Controller

Effective Dates:

03/01/2026

Rate	Fringe	Total
50.15	29.95	80.10

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2026

Rate	Fringe	Total
50.80	29.95	80.75

CLASSIFICATIONS:

Squeegee man

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

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

Effective Dates:

03/01/2026

Rate	Fringe	Total
48.70	29.95	78.65

CLASSIFICATIONS:

Cleaner, Taper

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

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.50	40.63	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Screedman

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.10	40.63	93.73

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.20	40.63	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.35	40.63	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total

CLASSIFICATIONS:

Certified Paving Foreman

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

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

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

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

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

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

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

Effective Dates:

10/21/2025

Rate	Fringe	Total
38.15	36.22	74.37

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/21/2025

Rate	Fringe	Total
48.78	36.22	85.00

CLASSIFICATIONS:

Driller

Effective Dates:

10/21/2025

Rate	Fringe	Total
55.61	36.22	91.83

CLASSIFICATIONS:

Foreman

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

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

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

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

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

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

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

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

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

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

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

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

Effective Dates:

03/03/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

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

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

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

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

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

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

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

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

Effective Dates:

06/04/2026

Rate	Fringe	Total
60.89	39.95	100.84

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

06/04/2026

Rate	Fringe	Total
60.89	39.95	100.84

CLASSIFICATIONS:

Pipeline Journeyman

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

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

Effective Dates:

06/04/2026

Rate	Fringe	Total
37.59	28.07	65.66

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:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/05/2025

Rate	Fringe	Total
43.28	25.22	68.50

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

OVERTIME:
Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
69.55	48.68	118.23	122.97	127.89	132.99

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Special License Operator

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
66.39	46.47	112.86	117.38	122.07	126.95

CLASSIFICATIONS:

Journeyman Lineman when welding, splicing, hot stick, barehand and helicopter work

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
60.70	42.49	103.19	107.32	111.60	116.07

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

Groundman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
80.93	56.65	137.58	143.08	148.81	154.75

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
74.61	52.22	126.83	131.92	137.19	142.66

CLASSIFICATIONS:

Assistant General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
72.71	50.89	123.60	128.55	133.70	139.04

CLASSIFICATIONS:

Line Foreman

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

GTO (Groundman Truck Operator) with CDL A

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

First Responder

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

Line Equipment Mechanic

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
When two (2) or three (3) shifts are worked the following shall apply:
1st shift (between the hours of 8:00 AM and 4:30 PM)
2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

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

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

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

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

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

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

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.
Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
73.79	62.52	136.31

CLASSIFICATIONS:

General Foreman

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
65.72	57.24	122.96

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
62.26	55.01	117.27

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Journeyman Welder

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2025

Rate	Fringe	Total
46.12	44.49	90.61

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
40.36	40.72	81.08

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2025

Rate	Fringe	Total
37.47	38.85	76.32

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
34.59	36.96	71.55

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
31.71	35.09	66.80

CLASSIFICATIONS:

Groundman 1st Year

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

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

Effective Dates:

12/02/2025

Rate	Fringe	Total
25.37	30.96	56.33

CLASSIFICATIONS:

Flagman

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

THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY

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

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

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

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

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

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
83.18	40.63	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
82.73	40.63	123.36

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
81.98	40.63	122.61

CLASSIFICATIONS:

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
85.73	40.63	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
81.15	40.63	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
80.63	40.63	121.26

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2026

Rate	Fringe	Total
80.40	40.63	121.03

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man,
Gravel Man, Form Man)

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

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

Effective Dates:

03/01/2026

Rate	Fringe	Total
79.80	40.63	120.43

CLASSIFICATIONS:

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