# TOWNSHIP OF WILLINGBORO BURLINGTON COUNTY, NEW JERSEY

# **Contract Documents and Specifications for the**

# **BROIDO PARK IMPROVEMENTS**

Contract No. MWL00200.01

# **DECEMBER 2023**

# KAYA MCINTOSH, MAYOR

# **BOROUGH COUNCIL**

NATHANIEL ANDERSON	DEPUTY MAYOR
SAMANTHA WHITFIELD	COUNCILWOMAN
REBECCA PERRONE	COUNCILWOMAN
DR. TIFFANI A. WORTHY	COUNCILWOMAN

DWAYNE HARRIS ......TOWNSHIP MANAGER
BRANDON GARCIA......TOWNSHIP CLERK
MARVIN HARRIS......ACTING DIRECTOR, DEPARTMENT OF PUBLIC WORKS

12/23

PREPARED BY:

JOSEPH GRAY, P.E.
Professional Engineer

New Jersey License No. GE54013

Our File: MWL00200.01



# **TABLE OF CONTENTS**

SECTION	<u>DESCRIPTION</u>
TC	TABLE OF CONTENTS
Α	NOTICE TO BIDDERS
В	INSTRUCTIONS TO BIDDERS
С	BIDDERS PROPOSAL
D	NOTICE OF AWARD
E	FORM OF PERFORMANCE BOND AND NOTICE TO PROCEED
F	GENERAL CONDITIONS
G	SUPPLEMENTARY CONDITIONS
Н	ENUMERATION OF PLANS AND SPECIFICATIONS
SP	SPECIAL PROVISIONS

# **SPECIFICATIONS**

DIVISION 1 - GENERAL REQUIREMENTS

DIVISION 2 - SITE WORK

#### ADVERTISEMENT AND NOTICE TO BIDDERS

Notice is hereby given that sealed Bids will be received by the Township of Willingboro for: "BROIDO PARK IMPROVEMENTS" CONTRACT NO. MWL00200.01 and opened and read aloud in the Conference Room at the Willingboro Township Municipal Building, 1 Rev. Dr. Martin Luther King Jr. Drive, Willingboro, New Jersey 08046, on **Tuesday, February 13, 2024, at 10:00 a.m.** prevailing local time.

The project generally consists of the selective demolition of existing improvements, installation of concrete sidewalk, concrete curb, playground equipment (purchased by owner), rough grade surrounding soils, preparation of the playground surfacing area (surfacing shall be supplied and install by others) and seeding and stabilization of any disturbed areas.

Plans, Specifications and Proposal Sheets may be obtained electronically at no charge during normal business hours by contacting CME Associates, 418 Stokes Road, Medford, New Jersey until 48 hours prior to the time set for the opening of bids. Electronic copies of the plans can be obtained by emailing a request to Joseph Gray, (igray@cmeusa1.com) with the subject heading "Request for Plans – Broido Park Improvements". A paper copy of the Plans and Specifications may be mailed to any prospective bidder at a cost of \$50 by contacting Stephanie Babiak by email at <a href="mailto:sbabiak@cmeusa1.com">sbabiak@cmeusa1.com</a> or by calling 609-654-4440. The said Contract Documents and Proposal sheets may be examined at the office of the Willingboro Township Municipal Clerk, 1 Rev. Dr. Martin Luther King Jr. Boulevard, Willingboro, New Jersey 08046.

Bids must be furnished on the proposal sheets included in the Contract Documents, enclosed in a sealed envelope and addressed to the Mayor and Township Council, Township of Willingboro, New Jersey and plainly marked on the outside with the name and address of the bidder and the Contract Number and Title.

Each bid must be accompanied by a certified check of not less than ten (10%) percent of the bid payable without any conditional endorsement as a guarantee that in case the contract is awarded to the bidder, he will within ten (10) days thereafter execute such contract and furnish satisfactory performance bond. Upon failure to do so, he shall forfeit the bid security as liquidated damages and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder. No interest shall be allowed upon any such certified check. A bid bond in the amount of ten (10%) percent of the bid may be substituted for certified check, except the amount of the bid security shall not be less than \$500.00 - nor more than \$20,000.00. Each bid must be accompanied by a Certificate of Experience and Certificate of Equipment.

Each bid must also be accompanied by a certificate of Consent of Surety from a bonding company licensed to do business in the State of New Jersey guaranteeing that if the proposal of the bidder be accepted, they will furnish the bond set forth in the Instructions to Bidders and the acceptance of the bid will be contingent upon the fulfillment of this requirement.

The Township reserves the right to increase or decrease quantities specified in the manner designated in the Specifications. The Township reserves the right to award this contract based on funds available.

Bidders are required to comply with the requirements of the Equal Opportunity Employment Act (N.J.S.A.10:5-31 et seq.) and Affirmative Action (N.J.A.C. 17:27) and with the disclosure provisions of N.J.S.A. 19:44A-20.13. The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964.

Bidders shall comply with N.J.S.A. 52:32-44 latest revision, regarding Business Registration with the <u>New Jersey Division of Revenue</u>.

During the performance of this contract the Contractor agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27), all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended and the United States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof. The successful bidder will be required to furnish a surety company bond in the full amount of the contract price indemnifying the Township of Delran, New Jersey for all proceedings, suits or actions of any kind of description and conditional for the faithful performance of the work.

The Township Council of the Township of Willingboro reserves the right to reject any or all bids if in its opinion it is in the best interest of the Township to do so.

#### BRANDON GARCIA, MUNICIPAL CLERK

# **SECTION B INSTRUCTION TO BIDDERS**

# PART 1 - PRELIMINARY MATTERS

<u>B O.1</u>	TABLE OF CONTENTS
B 1.1 B 1.2 B 1.3 B 1.3.2 B 1.3.3 B 1.3.4 B 1.3.5 B 1.3.6 B 1.3.7 B 1.3.8 B 1.3.9 B 1.4 B 1.5 B 1.6 B 1.7 B 1.8 B 1.9 B 1.10 B 1.13 B 1.14 B 1.17 B 1.18 B 1.19 B 1.19 B 1.20 B 1.21 B 1.22	DESCRIPTION OF THE WORK ORGANIZATION OF THE SPECIFICATIONS SPECIAL ITEMS OF INTEREST TO BIDDERS CONSENT OF SURETY IS AN ABSOLUTE REQUIREMENT QUALIFICATION OF BIDDERS AN ABSOLUTE REQUIREMENT EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION) NON-COLLUSION AFFIDAVIT IS AN ABSOLUTE REQUIREMENT SECURITY FOR FAITHFUL PERFORMANCE SECURITY FOR PAYMENT OF ALL LABOR, MATERIAL AND EQUIPMENT - IF REQUIRED BY THE TERMS OF THE PROPOSAL STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM RESOLUTION OF AUTHORIZATION INSURANCE TIME OF COMPLETION LIQUIDATED DAMAGES PROGRESS AND FINAL PAYMENTS DISPUTED WORK MINIMUM WAGE RATES VERBAL STATEMENTS NOT BINDING PHOTOGRAPHS - UNLESS WAIVED BY THE TERMS OF THE PROPOSAL JOB PROCEDURES EXAMINE CONTRACT DOCUMENTS APPENDICES AMERICAN GOODS AND PRODUCTS BRAND NAME OR EQUIVALENT APPLICABLE STATUES SINGULAR AND GENDER REFERENCES
	PART 2 - PREPARATION OF BID PROPOSALS
B 2.1 B 2.2 B 2.2.1 B 2.2.2 B 2.2.4 B 2.2.5 B 2.2.6 B 2.3 B 2.4 B 2.5 B 2.5.1 B 2.5.1 B 2.5.2 B 2.6 B 2.7	DOCUMENTS INTACT BIDDERS RESPONSIBILITY EXAMINATION OF CONTRACT DOCUMENTS SITE EXAMINATION FAMILIARITY WITH LAWS NO PLEA OF IGNORANCE FEDERAL TAX AND STATE SALES TAX ADDENDA AND INTERPRETATIONS QUANTITIES APPROXIMATE PROPOSAL FORMS CORPORATIONS PARTNERSHIPS RECEIPT OF ADDENDA ACKNOWLEDGED BID SECURITY

# PART 2 - PREPARATION OF BID PROPOSALS (cont'd)

B 2.8 B 2.9 B 2.10 B 2.11 B 2.12 B 2.13 B 2.14 B 2.15 B 2.16 B 2.17 B 2.18 B 2.26 B 2.27 B 2.28	CONSENT OF SURETY QUALIFICATIONS OF BIDDERS NON-COLLUSION AFFIDAVIT DISQUALIFICATION UPON REFUSAL TO WAIVE IMMUNITY AFFIRMATIVE ACTION - EQUAL EMPLOYMENT OPPORTUNITY CORPORATE STOCKHOLDER/PARTNERSHIP DISCLOSURE CORPORATE RESOLUTION SUBCONTRACT WORK SUBMISSION OF BIDS MODIFICATION AND WITHDRAWAL OF BIDS PRIOR TO OPENING PENALTIES & FALSIFICATION NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION ACT PROHIBITED RUSSIA-BELARUS ACTIVITIES & DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
	PART 3 - OPENING OF BIDS, COMPARISON, <u>AWARD AND EXECUTION OF CONTRACT</u>
B 3.1 B 3.2 B 3.3 B 3.4 B 3.5 B 3.6 B 3.7 B 3.8 B 3.9 B 3.10 B 3.11	OPENING OF BIDS BIDS TO REMAIN OPEN - NO WITHDRAWAL PERIOD EVALUATION AND COMPARISON OF PROPOSALS BASIS OF AWARD CAUSES FOR REJECTING BIDS UNBALANCED BIDS, INFORMALITIES AND/OR IRREGULARITIES AWARD OF CONTRACT NOTICE OF AWARD FORM OF CONTRACT AND BOND(S) INSURANCE NO REFUND OF FEES PAID FOR CONTRACT DOCUMENTS

PRE-CONSTRUCTION CONFERENCE

B 3.12

#### SECTION B INSTRUCTION TO BIDDERS

#### PART 1 - PRELIMINARY MATTERS

# B 1.1 <u>DESCRIPTION OF THE WORK</u>

The Owner proposes the construction of improvements and all appurtenant work necessary at locations detailed on the Contract Plans.

## B 1.2 ORGANIZATION OF THE SPECIFICATIONS

ARRANGEMENT - The specifications consist of five major parts, the Instructions to Bidders, the General Conditions, Supplementary Conditions, Division 1 - General Requirements, and the Specifications - Division 2 through 17 as applicable. In addition there will be found the Proposal, Itemized Proposal, the Consent of Surety, forms of Bonds, Contract Agreement, and Contract Drawings. Pages are numbered consecutively. Bidders shall verify completeness of Contract Documents and shall immediately notify the Engineer of any missing pages or plan sheets.

<u>CONFLICTS</u> - In case of conflicts between either the Instructions to Bidders, Supplementary Conditions, Division 1-General Requirements, or the Specifications, and the General Conditions, the former four shall always govern.

In case of conflicts between statements in the specifications which are found in parts thereof having the same apparent merit, then the problem will be resolved by considering the Contract and its intent as a whole, and not by merely giving preference to one specific part.

In case of any conflicting language between various sections of the Contract Documents, the Contractor shall comply with provisions of N.J.A.C. 7:22-3, 4 & 10; N.J.A.C. 7:14 - Subchapter 2 and the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and take precedence over other language.

In all cases of conflict the Engineer shall be sole judge and shall give the final decision.

#### B 1.3 SPECIAL ITEMS OF INTEREST TO BIDDERS

The following outline of special items of interest is listed below with reference to the complete specifications:

- B 1.3.2 CONSENT OF SURETY IS AN ABSOLUTE REQUIREMENT and must be included with the Bid. See B 2.8.
- B 1.3.3 QUALIFICATION OF BIDDERS AN ABSOLUTE REQUIREMENT. All Bidders must complete the qualification questionnaire included with the Proposal and submit same with his bid. See Article B 2.9 for Bidder's Qualifications Requirements
- B 1.3.4 <u>EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION)</u> If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- B 1.3.5 NON-COLLUSION AFFIDAVIT IS AN ABSOLUTE REQUIREMENT, and must be completed and accompany the Bid.
- B 1.3.6 <u>SECURITY FOR FAITHFUL PERFORMANCE</u> incident to the work of the Contract amount not less than 100% of the accepted bid price as awarded.

- B 1.3.7 <u>SECURITY FOR PAYMENT OF ALL LABOR, MATERIAL AND EQUIPMENT IF REQUIRED BY THE TERMS OF THE PROPOSAL</u> incident to the work of the contract amount not less than 100% of the accepted bid price as awarded.
- B 1.3.8 <u>STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM</u> must be completed and submitted prior to or with the Bid Proposal, as an <u>absolute requirement</u> per New Jersey P.L. 1977, c.33.
- B 1.3.9 <u>RESOLUTION OF AUTHORIZATION</u> if Bidder is a corporation, or partnership, must be completed and accompany the Bid Proposal.

## B 1.4 INSURANCE

Amounts and types of insurance required shall be as specified and enumerated in Article C3 of the Bidders Proposal and the Supplementary Conditions Article G 5.03 and G 5.04. Certificates and/or original policies will be required to document the following:

- B 1.4.1 Workmen's Compensation
- B 1.4.2 Comprehensive General Liability
- B 1.4.3 Auto and/or Truck Liability
- B 1.4.4.1 Owner's Protective Policy if required by the Proposal, original policy required:
- B 1.4.4.2 <u>Co-Insured</u> the Owner and Engineer shall be named as co-insured parties on the insurance to be obtained by the Contractor if Article C3 of the Bidders Proposal specifies that an Owner's Protective Policy is not required.
- B 1.4.5 Any Special Insurance Required

#### B 1.5 TIME OF COMPLETION:

Number of calendar days allowed for the completion of the Contract shall be from the date of notice to proceed as is stipulated in the proposal after the date of Notice to Proceed from the Owner to the to the successful Bidder.

#### B 1.6 LIQUIDATED DAMAGES:

Should the Contractor fail to perform its duties in accordance with these Contract Documents, and should the Authority be so caused to absorb costs that are greater than those that would have been realized if the Contractor had performed the work in accordance with these Contract Document, the Contractor shall be liable and responsible for the differential in the cost to the Authority.

#### B 1.7 PROGRESS AND FINAL PAYMENTS

Payments to the Contractor shall be made after review and approval by the Owner's Staff and in accordance with the Owner's standard policies.

## B 1.8 <u>DISPUTED WORK</u>

Note carefully the required procedure as to filing of any claims, Article F10.05 and F16.01.

#### B 1.9 MINIMUM WAGE RATES

Not less than prevailing rates promulgated by New Jersey Department of Labor and Industry, and, if project partially or totally financed with Federal Funds, prevailing Federal Wage Rates, which ever is greater.

Appendix contains an example of the New Jersey rates in effect at time of printing. It shall be the contractor's sole responsibility to obtain, maintain and comply with current State and Federal wage rates during the course of this project.

#### B 1.10 VERBAL STATEMENTS NOT BINDING

The written terms and provisions of these documents supersede all prior verbal statements of the Engineer or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way whatsoever, the written agreement.

## B 1.13 PHOTOGRAPHS - UNLESS WAIVED BY THE TERMS OF THE PROPOSAL,

Pre-Construction, Progress, and Final Construction Photographs are required and the cost of same considered included in the respective bid prices.

#### **B 1.14 JOB PROCEDURES**

Note particularly the required Job Procedures.

#### B 1.17 EXAMINE CONTRACT DOCUMENTS

Contract Documents and Plans for the proposed work prepared by Douglas R. Rohmeyer, P.E., Consulting Engineer, CME Associates, may be examined at the office of the Owner, during business hours (9:00 a.m. to 4:00 p.m.) and copies may be obtained electronically from the Consulting Engineer's office.

#### B 1.18 APPENDICES

This document may contain appendices included for completeness or convenient reference by the contractor. The appendices do not limit the work to be performed, but rather are included as a supplement.

#### B 1.19 AMERICAN GOODS AND PRODUCTS

In conformance with the State of New Jersey Statute N.J.S.A. 40A:11-18, only goods and products manufactured or produced in the United States, where possible and whenever available, will be used in the work. If the use of foreign products is required, the advanced written approval of the Owner shall be obtained.

#### B1.20 BRAND NAME OR EQUIVALENT

Wherever a brand name is designated in the Contract Documents, it shall mean "Brand Name or Equivalent."

#### B1.21 APPLICABLE STATUES

The Contractor's attention is called to certain New Jersey Statues which may be applicable to the following: N.J.S.A. 10:2-1 relating to discrimination in employment on public works projects; N.J.S.A. 40A:11-18 and N.J.S.A. 52:33-1 et seq., which provides that United States products, wherever available, shall be used in the performance of any public works contract.

#### B1.22 SINGULAR AND GENDER REFERENCES

Where the context requires, words importing the singular shall include the plural and vice versa, and words importing one gender shall include the other gender.

#### SECTION B INSTRUCTION TO BIDDERS

#### PART 2 - PREPARATION OF BID PROPOSALS

#### B 2.1 DOCUMENTS INTACT

Bids shall be prepared using the proposal sheets in Section C of these Contract Documents. <u>THE PROPOSAL SHALL NOT BE REMOVED FROM THE BOOK AND PRESENTED BY ITSELF</u>. These contract documents together with the Consent of Surety and the bid security shall be delivered in a sealed envelope bearing the title of the work, the Contract number and the name of the bidder. The bid date is indicated in the "Advertisement and Notice to Bidders".

#### B 2.2 BIDDERS RESPONSIBILITY

Before submitting his Bid, each bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with the local conditions that may in any manner affect performance of the Work, (c) review the information relied upon by the Engineer in preparing the Drawings and Specifications and/or obtain any additional information deemed necessary to determine his bid price(s) for performance of the work, (d) familiarize himself with laws, and regulations affecting performance of the Work; and (e) carefully correlate his observations with the requirements of the Contract Documents.

## B 2.2.1 EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents.

#### B 2.2.2 SITE EXAMINATION

Before submitting a proposal, bidders shall carefully examine the site, and fully inform themselves as to all existing conditions and limitations. Bidders shall make all necessary investigations to determine the various means of approach and access to the site, to determine the facilities and means for delivery, placing, and operating the necessary construction equipment and for delivering and handling materials at the site, and to inform themselves thoroughly as to all difficulties involved in the completion of all work under this contract in accordance with its requirements.

#### B 2.2.4 FAMILIARITY WITH LAWS

Before submitting his proposal, each bidder shall fully familiarize himself with any and all Federal and State Laws and/or local Municipal Ordinances and Regulations affecting the performance of the Work and necessary to determine his bid price(s).

## B 2.2.5 NO PLEA OF IGNORANCE

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Each bid submitted shall implicitly represent on the part of the bidder that he is the only person or persons interested in said bid; that it is made without any connection with any person submitting another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Owner, or any person in the employ of the said Owner is directly or Z:\Active\Projects - Municipal\WILLINGBORO - MWL\MWL00200.01 Broido Park Playground\Specs\04 - B (23-01-18 rev).doc

indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

#### B 2.2.6 FEDERAL TAX AND STATE SALES TAX

The bidder is advised that no Federal Excise Taxes, State or local sales taxes shall be included in any bid prices or invoices. Exemption Certificates will be furnished upon request by the Owner.

#### B 2.3 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Drawings, Specifications or other Contract Documents made to any bidder orally are binding in any way. Every request for such interpretation should be in writing, addressed to the Engineer, at the address included in the advertisement and to be given consideration must be received no later than ten (10) days (Saturdays, Sundays and holidays excepted) prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed by registered or certified mail, by certified facsimile transmission or by certified delivery service to all perspective bidders (at the respective addresses furnished for such purposes) not later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids in accordance with N.J.S.A. 40A:11-23. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### B 2.4 QUANTITIES APPROXIMATE

The Engineer's Estimate of quantities contained in the proposal is approximate only and bids must be submitted upon the following express conditions, which shall apply to and become a part of every bid received. Bidders must satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the accuracy of the estimate and shall not at any time after submission of their bids, dispute such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished, or work to be done.

#### B 2.5 PROPOSAL FORMS

Proposal Forms must be completed legibly in ink or by typewriter. The Bid Price of each item on the form must be stated in words (when and if required on the proposal form(s)) and numerals. In case of a conflict, words will take precedence over numbers, and unit prices shall take precedence over total price extensions, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the Total Bid or Alternate Bid price.

Any bid which fails to name a price written both in words and figures, per unit of measurement, for each of the items for which quantities are given may be held to be irregular and may be rejected. All blank spaces in said proposal must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Proposals that contain any omissions, alterations, additions or items not called for in the itemized proposal, or that are unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as irregular.

All names must be typed or legibly printed in ink below the signature(s).

#### B 2.5.1 CORPORATIONS

Proposals submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer) and accompanied by evidence of authority of the individual to sign and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

#### **B 2.5.2 PARTNERSHIPS**

Proposals submitted by partnerships must be executed in the partnership name and signed by a partner, his name and title must appear under his signature and the official address of the partnership must be shown below the signature.

# B 2.6 RECEIPT OF ADDENDA ACKNOWLEDGED

The proposal shall contain an acknowledgment of receipt of any and all Addenda (the numbers of which shall be filled in on the Proposal Form and noted on the outside of the bid envelope).

#### B 2.7 BID SECURITY

Each proposal shall be accompanied by a bid security or proposal guarantee in the form of a certified check, cashier's check or surety bid bond of the bidders, payable to the Owner. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named, if applicable, in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The Bid Security of the successful bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned.

Proposal guarantees in the form of certified or cashier's checks will be returned to all except the three apparent lowest responsible bidders within ten working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract and furnished the required bonds and certificates of insurance. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his proposal guarantee will be returned upon the demand of any bidder, except that the bids of any bidders who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Anytime after the opening of bids, the second or third apparent low bidder may file a bond with the Owner in the form prescribed by the Owner's Attorney and in an amount equal at least to the amount of his original certified or cashier's check. This bond shall have sufficient and proper sureties, shall be subject to the approval of the Owner, and shall state that if the concerned bidder is awarded the contract, he will execute the required contract and will furnish such bonds and certificates or policies of insurance as are required under the terms of the contract documents. After receipt, approval, and acceptance of the properly executed bond, the Owner will then return to the concerned Bidder his original certified check or cashier's check.

In the event the successful bidder fails or refuses to execute and deliver the contract and required bonds and policies or certificates of insurance within twenty-one days after he has received notice of the acceptance of his bid, the successful Bidder shall pay to the Owner an amount which is equal to the difference between the amounts specified in the Successful Bidder's bid and such greater amount that the owner, in good faith, may contract with another party to perform in the services required by said Contract Documents, which amount shall not exceed \$20,000.

#### B 2.8 CONSENT OF SURETY

A Consent of Surety in the form included in these specifications must be signed and witnessed. This Consent of Surety must be a separate legal instrument. Each proposal must be accompanied by a "Consent of Surety" from a surety company qualified to act as surety in the State of New Jersey, agreeing Z:\Active\Projects - Municipal\WILLINGBORO - MWL\MWL00200.01 Broido Park Playground\Specs\04 - B (23-01-18 rev).doc

in the event of the award of the Contract to the bidder, to furnish a Performance Bond of a face value of not less than 100% of the amount of the bid.

Performance and Payment (labor and material) Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the Department of Treasury and be authorized to transact business in the State where the project is located.

In addition, and if required by the terms of the Proposal and Agreement, said "Consent of Surety" shall also agree to provide a labor and material payment bond in an amount not less than 100% of the total amount bid, and in a form acceptable to the Owner's Attorney.

#### B 2.9 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted or the investigation of such bidder fails to satisfy the Owner that such a bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the allotted Contract Time.

To demonstrate his qualifications for the project the bidder is required to furnish, among other items, the following information with his bid:

- a. A detailed list of the plant and equipment which the bidder proposes to use, indicating which portions he already possesses, and, if requested in the Proposal, a detailed description of the method and program of work he proposes to follow. The information contained in these papers is for the guidance of the Owner in awarding the Contract.
- b. If the bidder is a corporation, a statement of the names and residences of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the State of New Jersey. If a partnership, a statement of the names and residences of its members indicating which are general and which are special partners. If an individual, a statement of his residence.
- c. A sworn statement giving a detailed list of contract work of the nature specified that he has been engaged upon in the past ten years (if in business for less than 10 years, provide experience for those years in business) with information as to location, exact nature and extent of the work, cost of the projects, under whose jurisdiction the work was performed and references with whom to correspond.
- d. If requested in the Proposal, furnish a list of technically experienced employees in the various branches of the work bid upon, with a brief summary of their experience and qualifications and also the name of the proposed field superintendent.
- e. If requested in the Proposal, furnish a certified financial statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission. All information will be used merely for the purpose of determining the qualifications of a low bidder.

#### B 2.10 NON COLLUSION AFFIDAVIT

All bidders must execute the Non-Collusion Affidavit and furnish same with their bid proposal on the form provided.

#### B 2.11 DISQUALIFICATION UPON REFUSAL TO WAIVE IMMUNITY

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or any public department agency, or official of the State, or of any political subdivision thereof, or of a public authority, to sign an waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, may be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the Owner, or any public department or official thereof, for goods, work or service, for a period of five (5) years after such refusal to sign a waiver of immunity; and
- b. any and all contracts made with the Owner of any public department, agency or official thereof, since July 1, 1959 by such person and any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the Owner, without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

#### B 2.12 AFFIRMATIVE ACTION - EQUAL EMPLOYMENT OPPORTUNITY

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of 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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers

provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:
  - (1) To notify the public agency compliance officer, the Division, 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 until such time as the workforce is consistent with the employment goal;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;

- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.
  - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - (iii) 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 Division.
- (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 Division and submitted promptly to the Division 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also

agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter I0 of the Administrative Code (N.J.A.C. 17:27).

#### B 2.13 CORPORATE STOCKHOLDER/PARTNERSHIP DISCLOSURE

All bidders who are corporations or partnerships must conform to the State of New Jersey P.L. 1977, c.33. Such bidders must execute the "Stockholder or Partnership Disclosure" form included in the Proposal and submit same with their bid.

#### B 2.14 CORPORATE RESOLUTION

All bidders who are corporations must execute the Corporate resolution included in the Proposal, or the equivalent, identifying and providing authority for the individual signing the Proposal to submit the bid on behalf of the Corporation and, if awarded the Contract, to execute the Contract Agreement on behalf of said corporation.

#### B 2.15 SUBCONTRACT WORK

If the bidder intends to subcontract any portion of the work of the project to any subcontractor, he shall first satisfy himself that any proposed subcontractor is competent to perform such work and not barred from public contract work pursuant to State of New Jersey N.J.S.A. 34:11-56.37 and N.J.S.A. 34:11-56.38.

In his bid proposal, when a form is provided, the bidder shall indicate the item (or items) he intends to subcontract and the aggregate value of any and all intended subcontract work, which aggregate value shall be less than 50% of the Total Price Bid excluding the cost of equipment. If awarded the Contract, subcontractors, if any, shall be subject to the approval of the Owner and shall be bound to the contractor by all applicable provisions of the contract documents as provided in Section G - Supplementary Conditions. In projects involving building construction as required by the N.J. Local Public Contracts Law 40A:11-16, the bidder shall set forth in the bid the name or names of subcontractors required on the project on the form provided, including the percentage of the total project anticipated to be performed by each.

#### B 2.16 SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place indicated in the Advertisement and Notice to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

If addenda have been issued by the Owner prior to the time for opening of bids, bidder shall clearly identify all addenda by individual addenda number on the front of the envelope and acknowledge receipt of any addenda in the appropriate place provided in the Proposal.

#### B 2.17 MODIFICATION AND WITHDRAWAL OF BIDS PRIOR TO OPENING

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

#### B 2.18 PENALTIES AND FALSIFICATION

In accordance with the Local Public Contracts Law, P.L. 1971, c.198 (C.40A:11-1 et seq.) specifically, N.J.S.A. 40A:11-34, any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction, shall be punishable by a fine or not less than \$100.00 nor more than \$1,000.00 and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

## B 2.26 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In accordance with P.L.2004, c.57, Business Registration of Public Contractors, the bidder shall include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the bidder's submission (i.e. "named subcontractors"). Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. The proof of business registration shall be provided prior to awarding of the contract.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### B 2.27 NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION ACT

No contractor shall bid on any contract for public works as defined in Section 2 of P.L.1963, c.150 (C.34:11-56.26) unless the contractor is registered with the New Jersey Department of Labor 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 (N.J.S.A. 34:11-56.51).

"Contractor" means any person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein (N.J.S.A. 34:11-56.50).

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity its certificate of registration and the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section (N.J.S.A. 34:11-56.55). A named contractor that is ultimately determined not to have been registered at the time proposals are received will fatally flaw the submission and cause the submission to be rejected.

# B 2.28 <u>PROHIBITED RUSSIA-BELARUS ACTIVITIES & DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</u>

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c. 25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a contract for goods and services can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (RussiaBelarusEntityList.pdf (nj.gov)) or in Iran pursuant to P.L. 2021, c. 25 (Chapter25List.pdf (state.nj.us)).

Contractors/bidders must review these lists prior to completing the below certification. If the Township finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

# PART 3 - OPENING OF BIDS, COMPARISON, AWARD AND EXECUTION OF CONTRACT

#### B 3.1 OPENING OF BIDS

Bids will be publicly opened and read aloud at the local prevailing time and place identified in the Advertisement and Notice to Bidders, or at such postponed local prevailing time and place identified in any formal addenda issued by the Owner prior to the time set for such opening.

#### B 3.2 BIDS TO REMAIN OPEN - NO WITHDRAWAL PERIOD

Unless rejected, all bids shall remain open until the Contract is awarded, or for 60 calendar days, whichever is less; and for an additional 60 calendar days or three (3) days after full execution and submission of the Contract Agreement, Performance Guarantee Bond, Labor and Material Payment Bond if required, and required insurance certificates and/or policies by the successful bidder, whichever is less. The Owner may, at his sole discretion, release any bid and return the bid security of a bidder prior to the date hereinabove established.

## B 3.3 EVALUATION AND COMPARISON OF PROPOSALS

Proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item multiplied by the corresponding unit prices, and including any lump sum prices or allowances on individual items, in accordance with the estimate of quantities set forth in the proposal form, and including the correction of any conflicts or discrepancies as provided in Article B 2.5.

In evaluating bids, Owner shall consider the qualifications of the bidders, whether or not the Proposals comply with the prescribed requirements, and alternates and supplemental unit prices if requested in the bid forms. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

After the opening of bids, and prior to award of the Contract, or rejection of all bids, the Owner may request, and the apparent low bidder shall provide, such information as Owner deems necessary regarding the identity, qualifications and current work commitments of proposed subcontractor(s) and/or proposed suppliers of principal materials or items of equipment which may have significant bearing upon the bidder's qualifications to complete the project work in full accordance with the terms and conditions of the Contract Documents and within the allotted Contract Time.

# B 3.4 BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsible bidder, as determined by the Owner and by the terms and conditions of the Contract Documents.

The determination of the low bid shall be made based on the total base bid. Where deletion items are necessary to reduce the contract price to be within the project budget, the low bid shall be the total base bid and the least amount of deletion items in the order specified necessary to stay within the project budget.

The right is also reserved to increase or decrease the quantities specified in the manner designated in the specifications, and to award any or all of the items specified and listed in the Proposal.

## B 3.5 CAUSES FOR REJECTING BIDS

Any or all proposals may be rejected (a) if competition has obviously been suppressed; (b) if the prices are obviously unbalanced (c) if received from bidders who have previously performed work of a like nature in an unsatisfactory manner; (d) if the bid exceeds the Owner's budget; and (e) if it is deemed advisable to do so in the best interest of the Owner. The Owner expressly reserves the right to reject any and all bids and to re-advertise for new bids, or abandon the project when it has sound, documented business reasons, which are in the best interest of the project.

#### B 3.6 UNBALANCED BIDS, INFORMALITIES AND/OR IRREGULARITIES

The Owner may consider informal, or irregular, any bid not prepared and submitted in accordance with the provisions stipulated. The Owner reserves the right to waive any informalities in the bids, and the right to disregard any and all non-conforming or conditional bids or counter proposals.

#### B 3.7 AWARD OF CONTRACT

If the Contract is awarded, after comparison of the amounts of the various bids and evaluation of the experience competence, responsibility and availability of the bidders, it will be awarded to the lowest responsible bidder whose evaluation by the Owner indicates acceptance of said bid will best serve Owner's interest, and formalized by public resolution of the Owner within 60 calendar days of the date of receipt of bids.

Bidders are advised that each project will be awarded to the lowest bidder for each separate contract, which low bid shall be determined in accordance with the above.

#### B 3.8 NOTICE OF AWARD

After formal action by the Owner to award the Contract, the Engineer will furnish the successful bidder with six (6) sets of the Contract Documents and an official "Notice of Award" for timely execution of the Contract Agreement by said successful bidder (all six copies) and return of same, together with required original bonds and insurance policies and/or certificates within twenty-one (21) calendar days of said notice, ready for endorsement by appropriate officials of the Owner and review by Owner's Attorney.

#### B 3.9 FORM OF CONTRACT AND BOND(S)

The form of Contract Agreement and bond(s) to be used in connection with the contract and to become a part of the Contract Documents may be found in Section E of these Contract Documents.

At the time of the execution of the contract, the bidder to whom the contract has been awarded shall furnish and deliver a properly executed Performance Bond in an amount at least equal to 100% of the total price of the Contract as awarded and as security for faithful performance of the contract. The surety on the bond must be a corporate surety and must meet the requirements stated under "Bid Security" - Article B 2.7.

If required by the terms of the Proposal, the successful bidder shall also furnish a "Labor and Material Payment Bond" in the form included in Section E, in an amount not less than 100% of the total price of the Contract as awarded by the Owner, and issued by an acceptable surety meeting the requirements of Article B 2.7 "Bid Security".

## B 3.10 INSURANCE

Insurance policies and/or certificates of insurance and/or insurance binders providing not less than the required types and amounts of coverage as required by the Supplementary Conditions - Section G of the Contract Documents, and issued by an acceptable insurance company licensed to provide such insurance in the State of New Jersey, shall be furnished with the aforementioned Contract Documents, including fully executed Contract Agreement, and required bond(s), and within the time stipulated in the "Notice of Award".

All such certificates or policies of insurance <u>must</u> provide for not less than 30 days advance notice to the Owner and Engineer of any pending termination of the coverage provided.

#### B 3.11 NO REFUND OF FEES PAID FOR CONTRACT DOCUMENTS

Fees, if any, required to be paid and paid as required by the Advertisement and Notice to Bidders for copies of the Contract Documents are non-refundable and will not be returned under any circumstances except as provided in N.J.S.A. 40A:11-24(b), which allows for the return of documents in reasonable conditions with in 90 days of notice that the contract has NOT been awarded.

The Owner and Engineer in making copies of the Contract Documents available to prospective bidders do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## B 3.12 CONFERENCE

A conference will be held with representatives of the Owner, the Engineer and the Contractor after the award of the Contract.

The conference shall be attended by, but without limitation to the following:

Contractors Representatives Owner's Representatives Engineer's Representatives

#### PROPOSAL AND SCHEDULE OF BIDS

#### BIDDERS PROPOSAL

#### PROJECT IDENTIFICATION:

#### **BROIDO PARK IMPROVEMENTS**

#### THIS BID IS SUBMITTED TO:

Township of Willingboro
Municipal Building
1 Rev. Dr. Martin Luther King Jr. Drive
Willingboro, New Jersey 08046

BIDDERS NAME	

- C 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- C 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
- C 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Bidding Documents and of any Addenda.
  - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents as provided in paragraph F 4.02 of the General Conditions, and accepts the determination set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
  - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in [c] above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph F 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
  - e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.
  - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over OWNER.
- i. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his Bid:

	<u>ITEM</u>	REQUIRED	NOT REQUIRED
[1]	Contractor's Field Office is		X
[2]	Engineer's Field Office is		X
[3]	Project Photographs are		X
[4]	Owner's Protective Insurance Policy		X
[5]	Owner and Engineers named as Co-Insured parties on Contractor's Liability Insurance policies is	X	
[6]	A Performance and payment Bond in the amount of 100% of the contract amount is	X	
[7]	A Two-Year Maintenance Bond in the amount of 15% of the contract amount is	X	
[8]	Project is partially funded with Federal Grant funds and compliance with applicable minimum Federal Wage rates, and other grant related applicable regulations is		X
[9]	Project sign is		X
[10]	Public Works Contractors Registration (PL 1999x Compliance	(.238) X	
[11]	Uniformed Law Enforcement Officers (traffic direct	ctors)	X

- j. If awarded the Contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127, as amended and supplemented.
- k. If awarded the Contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150, as amended and supplemented.
- C 4. The mandatory requirements have been completed and are included on the following pages.

# BID DOCUMENT SUBMISSION CHECKLIST TOWNSHIP OF WILLINGBORO BROIDO PARK IMPROVEMENTS

# A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required with	Initial each item
Submission of Bid if	Submitted with Bid
Checked	

V	A bid guarantee as required by N.J.S.A. 40A:11-21	
V	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	
V	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
V	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
$\sqrt{}$	Corporate Disclosure Statement, pursuant to N.J.S.A. 52:25-24.2	
$\sqrt{}$	Checklist of required documents signed below	

# B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

		ach item			red with	Initial each item
subi		mitted with bid		submi	ssion of bid s	ubmitted with bio
		initials)_	_			(Bidder's initials)
<b>√</b>	A Bid Proposal Form			<b>√</b>	Affirmative Action Requirem	ents
	Bidder's Qualification Sheet				Bidders Personnel	
<b>V</b>	Experience Sheet			<b>√</b>	Submission of a Non-Collus Affidavit	ion
<b>V</b>	Business Registration Certificate for General & All Subcontractors			1	Resolution of Authorization Bidder is a Corporation	if
<b>√</b>	Comply with ADA requirements			1	Certification of Bidder show Bidder owns, leases, or con any necessary equipment	_
1	Prevailing Wage Act Language and Certification			1	Corporate Resolution (if applicable)	
<b>√</b>	Prohibited Russia-Belarus Activities & Disclosure of Investment Activities in Iran			1	Certification of Non-Debarm	ent

All items in Section A as well as Section B are required to be submitted at the time of the bid opening. The following items, as checked, shall be required after award of the contract:

Performance Bonds	
Certification of Insurance	
Signed Contracts	
Maintenance Bond	
State Public Works Contractors Registration for General & All Subcontractors	$\sqrt{}$

#### PROPOSAL AND SCHEDULE OF BIDS

If you are chosen as the lowest responsible bidder, you will be required to provide the Disclosure of Investment Activities in Iran Form, the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form, and a copy of the State Public Works Contractors Registration Certificate. Contractors must be registered before the date of the bid.

Name o	f Bidder:	
By Auth	orized Representative:	
Signatu	re:	
Print Na	me and Title:	
Date:		

## PROPOSAL AND SCHEDULE OF BIDS

# ACKNOWLEDGEMENT OF ADDENDA AND/OR NOTICE CERTIFICATE

Receipt of the following addenda and/or notice(s) is hereby acknowledged:

(Bidder to fill in)

<u>Number</u>	<u>Date Issued</u>	
No Addenda and/or N	Notices received.	
	Bidder	
	By (Print Name and Title)	
	Signature	

# **BID SECURITY**

This Proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid securit	ty in the form of:		
	<ul><li>A. Surety Bid Bond</li><li>B. Cashier's check</li><li>C. Cash</li></ul>		
the amount of		(\$	)
payable to	Township of Willingboro		
and deliver the requirements of Bidder shall be null and void a liquidated dam	reby agrees that if this Proposal shall be accepted by the Contract and the required Performance Bond or other of this Proposal and other sections of the Contract Doe deemed to have abandoned the Contract and there and the security accompanying the Proposal shall be tages for such failure or neglect, and to indemnify the eaded by Bidder to execute the Contract and furnish documents	required documents in ocuments within the time upon the Proposal and forfeited to and retain Owner for any loss wh	n accordance with the ne specified, then the d acceptance shall be ned by the Owner, as
In compliance	with the Laws of the State the Bidder is:		
A Pa	ndividual artnership orporation		
of		havir	ng principal offices at

# **CONSENT OF SURETY**

the preceding estimate and proposal is made; be same, it will become bound as surety and guarant third part thereto when required to do so by the refuse to execute said contract if so awarded it we the sum bid by said corporation, person or person	to it in hand paid by theundersigned consents and agrees that if the contract, for which be awarded to the corporation, person or persons making the cor for its faithful performance, and will execute it as party of the Owner and if said corporation, person or persons shall omit o will pay, on demand, to the said Owner any difference between s and the sum which the said Owner may be obliged to pay the fact may be awarded; the amount in each case to be determined
In witness whereof, said surety has set its seal a officers, this	and caused these presents to be signed by its duly authorized
day of	20
ATTEST:	
	BY(SEAL) Surety
ATTEST:	
	BYTitle

# **NON-COLLUSION AFFIDAVIT**

State of New Jersey		
County of	SS:	
I,	residing in(name of municipality)	
(name of affiant)	(name of municipality)	_
in the County of		of
full age, being duly sworn according	g to law on my oath depose and say that:	
I am	of the firm of(name of firm)	_
(title or position)	(name of firm)	
	the bidder making this Proposal for the bid	
entitled	, and that I executed the said proposal with	
in connection with the above named in this affidavit are true and correct, relief (name of contracting unit)	erwise taken any action in restraint of free, competitive bidding project; and that all statements contained in said proposal a and made with full knowledge that thees upon the truth of the statements contained in said Proposathis affidavit in awarding the contract for the said project.	and
secure such contract upon an agree brokerage, or contingent fee, excep	telling agency has been employed or retained to solicit or ement or understanding for a commission, percentage, of bona fide employees or bona fide established commercial of the commercial of	or
	Signature	
(Type o	r print name of affiant under signature)	

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

Addre	ess:		
<u>Part</u>	I Check the box that represents the	type of business organization:	
$\square$ So	ole Proprietorship (skip Parts II and III,	execute certification in Part IV)	
$\square_{N}$	on-Profit Corporation (skip Parts II and	III, execute certification in Part IV)	
$\square_{F^{c}}$	or-Profit Corporation (any type)	imited Liability Company (LLC)	
$\square_{P^2}$	artnership Limited Partnership	Limited Liability Partnership (LLP)	
$\Box_{0}$	ther (be specific):		
<u>Part</u>	<u>11</u>		
	10 percent or more of its stock, of a own a 10 percent or greater interest	nd addresses of all stockholders in the corporation who own ny class, or of all individual partners in the partnership who therein, or of all members in the limited liability company erest therein, as the case may be. (COMPLETE THE LIST	
	OR		
	No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no		
	1 1	owns a 10 percent or greater interest therein, or no member as a 10 percent or greater interest therein, as the case may be.	
(Please	e attach additional sheets if more space is nee	ded):	
Na	me of Individual or Business Entity	Address	

# <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

# Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

# PROPOSAL AND SCHEDULE OF BIDS

# CERTIFICATE OF EXPERIENCE

	hereby certify that
	have performed
the following work of similar scope within the last five (	5) years:
NAME OF PROJECT:	
OWNER:	
CONTACT NAME:	
CONTACT PHONE NUMBER:	
CONTRACT AMOUNT:	
SCOPE OF WORK:	
NAME OF PROJECT:	
OWNER:	
CONTACT NAME:	
CONTACT PHONE NUMBER:	
CONTRACT AMOUNT:	
SCOPE OF WORK:	
NAME OF PROJECT:	
OWNER:	
CONTACT NAME:	
CONTACT PHONE NUMBER:	
CONTRACT AMOUNT:	
SCOPE OF WORK:	
COPY THIS FORM FOR ADDITIONAL PROJECTS AT	ND ALL SUBCONTRACTORS
	BIDDER
	BY
	TITLE

# CERTIFICATE OF INSURANCE EXPERIENCE

			hereby certify that
			have performed
the following	ng work within the last two (2) years		Was insurance cancelled?
Year	Type of Work	Insurance Provider (Company, Contact name and Phone number)	If yes, provide reason for cancellation
		BIDE	DER
		ВҮ	
		TITLE	

# **CERTIFICATE OF EQUIPMENT**

				(N	ame of Bidder)
hereby Certify contract, and machinery to d listed below:	that the Bidder(s) is or are the own further certify that the Bidder(s) is conduct this work as herein specific	er or lessee of the or are fully preped. The equipme	e equipment no pared with the nt available fo	ecessary for the onecessary capitor the execution of	execution of this al, material and f the contract is
QUANTITY	DESCRIPTION AND CAPACITY	Y	EAR	CONDITION	
			BIDDER		
			BY		
			TITLE		

#### PROPOSAL AND SCHEDULE OF BIDS

# PROHIBITED RUSSIA-BELARUS ACTIVITIES & DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF PERSON OR ENTITY:	

# PART 1: CERTIFICATION COMPLETE PART 1 BY CHECKING ONE OF THREE BOXES BELOW.

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

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

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

# PLEASE CHECK THE APPROPRIATE BOX BELOW: CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent, entity, subsidiary, or affiliate appears on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

#### **CONTRACT AMENDMENTS AND EXTENSIONS**

I certify, pursuant to law, that neither the person or entity listed above, nor any parent, entity, subsidiary, or affiliate appears on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

#### IF UNABLE TO CERTIFY

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

#### **PART 2: ADDITIONAL INFORMATION**

## PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN

TITLE:	DATE	
SIGNATURE:		
FULL NAME (print):		
certification. If I do so, I recogniconstitute a material breach of	e that it is a criminal offense to make a false statement or misrepres nize that I am subject to criminal prosecution under the law and tha f my agreement(s) with the Township of Willingboro and that the To declare any contract(s) resulting from this certification void and uner	at it will also ownship of
acknowledge that I am under	vinship of Willingboro is relying on the information contained her a continuing obligation from the date of this certification through thip of Willingboro to notify the Township of Willingboro in writing on tained herein.	the completion of
	path, hereby represent and state that the foregoing information and edge, are true and complete. I attest that I am authorized to execut need person or entity.	
PART 3:	CERTIFICATION OF TRUE AND COMPLETE INFORMATION	
parent entity, subsidiary or affi	accurate and precise description of the activities of the person or er iliate, engaging in prohibited activities in Russia or Belarus and/or in pelow and, if needed, on additional sheets provided by you.	



#### State of Rew Jersey

PHILIP D. MURPHY Governor

SHEILA Y. OLIVER

Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

TRENTON, NEW JERSEY 08625-0039 https://www.njstart.gov

Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO State Treasurer

> AMY F. DAVIS Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

- 1. AK Makina Ltd.
- 2. Amona
- 3. Bank Markazi Iran (Central Bank of Iran)
- 4. Bank Mellat
- 5. Bank Melli Iran
- 6. Bank Saderat PLC
- 7. Bank Sepah
- 8. Bank Tejarat
- 9. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
- 10. China National Offshore Oil Corporation (CNOOC)
- 11. China National Petroleum Corporation (CNPC)
- 12. China National United Oil Corporation (ChinaOil)
- 13. China Oilfield Services Limited
- 14. China Petroleum & Chemical Corporation (Sinopec)
- 15. China Precision Machinery Import-Export Corp. (CPMIEC)
- 16. Indian Oil Corporation
- 17. Kingdream PLC
- 18. Naftiran Intertrade Company (NICO)
- National Iranian Tanker Company (NITC)
- 20. Oil and Natural Gas Corporation (ONGC)
- 21. Oil India Limited
- 22. Persia International Bank
- 23. Petroleos de Venezuela (PDVSA Petróleo, SA)
- 24. PetroChina Company, Ltd.
- 25. Sameh Afzar Tajak Co. (SATCO)
- 26. Shandong Fin Cnc Machine Company, Ltd.
- 27. Sinohydro Co., Ltd.
- 28. SK Energy Co. Ltd.
- 29. SKS Ventures
- 30. Som Petrol AS
- 31. Zhuhai Zhenrong Company

List Date: July 1, 2023

## CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

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

PART I: VENDOR INFORMATION								
Indi Nar	vidual or Organization me							
	dress of Individual or ganization							
	NS Code applicable)							
	GE Code applicable)							
	CHECK THE	BOX THAT REPRE	SEN	TS THE TYPE O	F BUSINE	SS ORG	ANIZ	ATION:
	Sole Proprietorship (s	skip Parts III and IV)		Non-Profit Cor	poration (s	skip Parts	s III ar	nd IV)
	For-Profit Corporation	n (any type)		Limited Liabilit	y Company	y (LLC)		Partnership
	Limited Partnership			Limited Liabilit	y Partners	hip (LLP)		
	Other (be specific):							
		RTIFICATION OF NO	DN-D	EBARMENT: IN	DIVIDUAL	OR OR	GANI	ZATION
gov cert info the con this mat		individual or organing with a federal ago the above-named or ein and that I am under the above that it is a codo so, I am subject greement(s) with the	nizati ency organ er a o ootify crimin to cri	ion listed abov . I further acknow . I further acknow . It further	e in Part wledge: the Township tion from the writing of the a false on under the	I is not nat I am of Will he date of any charter statements	deba autho ingbo of this nange ent or nd th	arred by the federal prized to execute this pro is relying on the coertification through the stothe information misrepresentation in at it will constitute a
gov cert info the con this mat resu	PART II – CE ereby certify that the rernment from contract tification on behalf of remation contained here date of contract awa tained herein; that I are certification, and if I derial breach of my as	individual or organing with a federal ago the above-named or ein and that I am under the above that it is a codo so, I am subject greement(s) with the	nizati ency organ er a o ootify crimin to cri	ion listed abov . I further acknow . I further acknow . It further	e in Part wledge: the Township tion from the writing of the a false on under the	I is not nat I am of Will he date of any charter statements	deba autho ingbo of this nange ent or nd th	arred by the federal prized to execute this pro is relying on the coertification through the stothe information misrepresentation in at it will constitute a

PART III – CERTIFICATION OF NON-DEBARMENT: INDIVIDUAL OR ENTITY OWNING GREATER THAN 50 PERCENT OF ORGANIZATION				
SE	CTION A (CHECK THE BOX THAT APPLIES)			
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.			
Name of Individual or Organization				
Physical Address				
	OR			
	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.			
SECTION B (SKIP	IF NO BUSINESS ENTITY IS LISTED IN SECTION A ABOVE)			
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.			
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity				
Physical Address				
	OR			
	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.			

#### **SECTION C - PART III CERTIFICATION**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Willingboro is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

certification void and u		ung the Township to deci	lare any contract(s) resulting from this	
Full Name (Print):		Title	э:	
Signature:		Date	e:	
PART IV – CER	RTIFICATION OF NON-DEBA	RMENT: CONTRACTOR	R – CONTROLLED ENTITIES	
	S	ECTION A		
	Below is the name and address of the corporation(s) in which the <b>Organization listed</b> in <b>Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> own more than 50 percent interest therein, as the case may be.			
Name of	Business Entity	Ph	nysical Address	
**Add additional sheet	s if necessary**			
	The Organization listed ab	OR	own greater than 50 percent of the	
The <b>Organization listed above in Part I</b> does not own greater than 50 percen voting stock in any corporation and does not own greater than 50 percent interest partnership or any limited liability company.				

SECTION B	SECTION B (SKIP IF NO BUSINESS ENTITIES ARE LISTED IN SECTION A OF PART IV)				
	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).				
	Entity Controlled by Entity ction A of Part IV		Phy	sical Address	
**Add additional Sheets	s if necessary**				
		OR			
	No entity listed in Part III A owns greater than 50 percent of the voting stock in corporation or owns greater than 50 percent interest in any partnership or limited liab company.			percent of the voting stock in any nany partnership or limited liability	
SECTION C - PART IV CERTIFICATION					
I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Willingboro is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.					
Full Name (Print):			Title:		
Signature:			Date:		

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

The contractor and the Township of Willingboro, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 <u>U.S.C.</u> 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.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of the Americans with Disabilities Act of 1990 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of the Americans with Disabilities Act of 1990.

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

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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. I7:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, 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. I7:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

- subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Division, 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 contactor 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 Division. 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 Division, 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 Division.
  - (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 Division and submitted promptly to the Division 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 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. 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 Division 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)</u>.

### NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex:
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

#### PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS

(N.J.S.A. 40A:11-16.7)

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
- (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
- (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
  - b. A contract subject to this section shall include the following suspension of work provisions:
- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- (3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
- (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

- c. A contract subject to this section shall include the following change in character of work provisions:
- (1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.
- (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
- (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.
  - d. A contract subject to this section shall include the following change in quantity provisions:
  - (1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
- (b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.
- (b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.
- (5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed.

## AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

#### GOODS AND SERVICES CONTRACTS

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

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY:	SIGNATURE:	
PRINT NAME:	TITLE:	
DATE:		

#### RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that be autibid or proposal of this corporation for this project, and to include in such bid or proposal of this corporation for this project, and to include in such bid or proposal of this corporate bidder shall be liable under the penalties of perjury. If awarded the also authorized to sign and execute the Contract Agreement as the act and deed of			proposal the certificate as to non- misstatements in such certificate the contract(s), said individual is	
The foregoing is a true and co	rrect copy of the resolution add	opted by		
			_ at a meeting of its Board of	
Directors held on the	day of	, 20		
SEAL OF CORPORATION (if applicable)				
			Secretary	

#### PREVAILING WAGE ACT LANGUAGE AND CERTIFICATION

Attached hereto and incorporated herein is(are) the Department of Labor and Workforce Development prevailing wage determination(s) for the locality and craft(s) that will be employed in the performance of work under this contract. It is hereby stipulated that each individual who performs work under this contract shall be paid not less than the prevailing wage rate to which that worker is entitled under the New Jersey Prevailing Wage Act, as reflected in the appropriate Department of Labor and Workforce Development prevailing wage determination.

In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leasing or will be leasing a property or premises for any excess costs occasioned by the termination of 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.

By signing below, I hereby certify that the Prevailing Wage Rates as required by the New Jersey Prevailing Wage Act will be paid as required for work performed under this contract.

COMPANY:	
SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	

#### INSTRUCTIONS TO BIDDERS - PERFORMANCE OF PLUMBING WORK

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with NJSA 45:14C-2 and NJAC 13:32-1.3. These provisions require that plumbing work on such a contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity.

Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the entity submitting the bid. Alternatively, if a bidder intends to perform such work through use of a subcontractor, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the subcontractor.

#### INSTRUCTIONS TO BIDDERS - PERFORMANCE OF SPECIALTY TRADE WORK

In the event a general contractor will be required to furnish (1) plumbing and gas fitting and kindred work; (2) steam power plants, steam and hot water heating and ventilating apparatus and kindred work; (3) electrical work; and/or (4) structural steel and ornamental iron work, the general contractor must complete all of the sections on the following form in order to provide the required information demonstrating that either its subcontractors, its own employees or the bidder himself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract. If the contract does not involve any of the specialty trade categories, insert the word "NONE" in each appropriate space provided. The completed form must be submitted with the general contractor's bid.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories set forth on the following form shall provide the required information with regard to that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.

A general contractor that intends to perform work in one or more of the specialty trade categories set forth on the following form through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word "In-House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

#### IDENTIFICATION OF SUBCONTRACTORS PER N.J.S.A. 40A:11-16

Subcontractors of the four (4) trade categories listed on this page must be set forth in accordance with N.J.S.A. 40A:11-16. If the contract does not involve any of the specialty trade categories below, <u>please insert the word "NONE" in each appropriate space provided.</u>

<u>DO NOT LEAVE ANY SPACE BLANK</u> (see instructions on previous page)

1.	ŭ	· ·	rk (Not Required By Contract):		
				_	
			License Holder(s):	_	
2.	Steam Power Plants (Not Required By Co		Heating and Ventilating Apparatus, and	All Kindred	Work
	Name:				
	Address:				
	License Number:	Not Applicable			
3.	Electrical Work (Not I	Required By Contract):			
	Name:				
	Address:				
	License Number(s):_	Name(s) of	License Holder(s):		
4.	Structural Steel and C	Ornamental Iron Work <b>(N</b>	ot Required By Contract):		
	Name:			<u></u>	
	Address:			<u></u>	
	License Number:	Not Applicable			
			Bidder		
			By (name and title)		
			Signature		

#### **IDENTIFICATION OF OTHER SUBCONTRACTORS**

In addition to listing the subcontractors required by NJSA 40A:11-16 on the previous page, it is requested the bidder list the name and the address of the subcontractors intended to perform other categories of work on this project. Failure to list all other subcontractors may result in the bid being deemed non-responsive and subject to rejection.

CATEGORY	NAME AND ADDRESS
DRAINAGE AND PIPE CONTRACTOR	
PAVING CONTRACTOR	
CONCRETE CONTRACTOR	
LANDSCAPING CONTRACTOR	
STRIPING CONTRACTOR	
OTHER (SPECIFY)	
OTHER (SPECIFY)	
OTHER (SPECIFY)	

EXPERIENCE STATEMENTS SHOULD BE PROVIDED FOR ALL LISTED CONTRACTORS OR SUBCONTRACTORS IN THE FORM SET FORTH AT PAGE C-11.

#### PROPOSAL AND SCHEDULE OF BIDS

#### **BIDDERS DATA SHEET**

Ву				(SEAL)
(Na	me of Individual, Partne	rship, Corporation, LLC,	or Joint Venture*	()
Individual	Partnership	Corporation	LLC	Joint Venture
doing business as _				
	(State of Incorporat	ion)		
Ву				
	(Name and Title of	Person Authorized to Sig	gn)	
	(Signature)			
Attest				
	(Secretary)			
		ure partner must sign. he joint venture should b		signing for each individual indicated above.
Contact Information				
Project Manager:				
Physical Address: _				
Phone Number:		Fax Number: _		
Mobile Phone:		Email Address:		

#### SCOPE OF ALLOWANCE FOR WORK NOT SPECIFIED ITEM

The contractor shall make an allowance in his bid for any modifications or additions associated with construction of the project including any incidental or additional material, services or appurtenances not specifically described in the specifications but required to satisfactorily complete the project, (Bid Item 7). All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for any unknown items of work.

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing work not specified. To qualify for payment, work must be ordered by the Engineer in writing.

The contractor shall allow \$5,000.00 for this item to cover the work in Bid Item 17. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of any portion of the allowance. If no work is done under this item, the full amount of \$5,000.00 shall not be paid by the Owner to the contractor.

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
1.	Selective Site Demolition	, including tree removal, complete as speci	fied and/or shown on the plans
	1 Lump Sum	\$/LS Figures	\$ Figures
WRITE	E UNIT PRICE BID:		
			PER LUMP SUM
2.	Concrete Curbing & Side	ewalk, complete as specified and/or shown o	on the plans
	1 Lump Sum	\$/LS Figures	\$ Figures
WRITE	E UNIT PRICE BID:		
			PER LUMP SUM
3.	Supply & Install Stone St	ubbase, complete as specified and/or show	n on the plans
	1 Lump Sum	\$/LS Figures	\$ Figures
WRITE	E UNIT PRICE BID:		
4.		oment Supplied By Others, including receivend and/or shown on the plans	ing of equipment and footings,
	1 Lump Sum	\$/SF Figures	\$ Figures
WRIT	TE UNIT PRICE BID:		
_			PER SQUARE FOOT
5.	Site Restoration, includ specified and/or shown	ing topsoiling, seeding, fertilization, stabiliza on the plans	ation and cleanup, complete as
	1 Lump Sum	\$/SF Figures	\$ Figures
		Figures	Figures
WRIT	TE UNIT PRICE BID:		
			PER SQUARE FOOT

#### PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
6.	Allowance for work Not Specified		
	1 Lump Sum	\$ <u>5,000.00</u> /AL Figures	\$ <u>5,000.00</u> Figures
WRITE	UNIT PRICE BID:	Five Thousand Dollars and Z	ero Cents
			PER LUMP SUM

#### PROPOSAL AND SCHEDULE OF BIDS

Total of Prices Bid based upon Estim	nated Quantities for above listed Items 1	through 5 inclusive.
		Dollars.
(Amount – Figures)		
(Amount – Written)		
TIME FOR COMPLETION of this Co	ntract is <u>60</u> calendar days.	
Quantities are not guaranteed. Final	payment will be based on actual quantit	ies.
Contract Time commences to run as	will be substantially complete within <u>45</u> c s provided in paragraph 2.3 of the Gen endar days after the date when the Contr	eral Conditions, and completed and
BIDDER accepts the provisions of th Work on time.	e Agreement as to liquidated damages i	n the event of failure to complete the
C 6. Communications concerning th	nis Bid shall be addressed to:	
The address of BIDDER indicated be	elow:	
BIDDER NAME		
MAILING ADDRESS		
	ch are defined in the General Conditions ave the meanings assigned to them in the	
	SUBMITTED on	, 20
Contact Information		
Project Manager:		
Business Address:		
Phone Number:	Fax Number:	
Mahila Dhana:	Email Address:	

The bidders are herein advised that a budget has been established for this project. If bids received are lower than funds permit, the owner may add or delete to the project, the work listed as addition items.

The contractor is advised that items listed below that are to be deleted from the bid shall have the same unit price bid as base bid items listed in the bid form. Any discrepancy between same will be determined utilizing the base bid unit price.

The owner reserves the right to add as few or as many items in numerical order that is in his best interest to do so.

Add Alternate Item 1 encompasses the removal of two landscaped beds and all excess material and replacement of landscape beds with concrete sidewalk. The Add/Alt Item 1 shall include the addition of concrete sidewalk to the bid, and the removal of Belgian block curb from the bid. Add/Alt Item 1 may result in a positive or negative value.

#### **NOTICE OF AWARD**

		<u>Dated:</u>		
ГО:		(Bidder)		
ADDDECC.				
ADDRESS:				
OWNER'S PRO	DJECT I	NO. <b>MWL00200.01</b>		
PROJECT:		BROIDO PARK IMPROVEMENTS		
OWNER'S CO	NTRAC	TNO. <b>MWL00200.01</b>		
CONTRACT F	OR			
	essful bio	our Bid dated for the above Contract has been considered. You are the dder and have been awarded a contract for Bid Items through The Contract Price		
Three copies o	f each o	f the proposed Contract Documents accompany this Notice of Award.		
You must com hat is by	-	the following conditions precedent within ten (10) days of the date of this Notice of Award,		
1.	<ol> <li>You must deliver to the OWNER three (3) fully executed counterparts of the Agreement included all the Contract Documents. Each of the Contract Documents must bear your signature cover page.</li> </ol>			
2.	Instruc	You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B1.3.6) General Conditions (paragraph F5.1) and Supplementary Conditions (paragraph G5.1).		
3.	Other	conditions:		
	A.	Certificates of insurance in not less than the required amounts, types and form per F5.3 and G5.3.7, inclusive.		
	B.	Owners and Engineer's Co-Insurance Certificate in proper form and substance per G5.3.2.		
	C.	Progress schedule per F2.6, G2.6.4 and 1-2.6. Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.		

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

	TOWNSHIP OF WILLINGBORO, NEW (Owner)	<u>JERSEY</u>
	BY(Authorized Signature)	_
	<u>Douglas M. Rohmeyer, PE, CME</u> (Township Engineer)	
Receipt of this "Notice of Award" is acknowledged.		
Contractor:		
By: Printed Name	Signature	Date
Title		

This "NOTICE OF AWARD" shall be transmitted by the Owner to the Contractor by Certified Mail with Return Receipt Requested. A copy of the Award shall be sent to Engineer by regular mail.

#### STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED SUM

THIS AGREEMENT made a between:	s of the day of	in the year 20 by and
	SHIP OF WILLINGBORO, BURLINGTON AND CONTROL OF WILLINGS OF CONTROL OF WILLINGS OF CONTROL OF CONTRO	NGBORO, NJ 08046
	and	
	(hereinafter called CONTRAC	 TOR)

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

D 1. <u>WORK</u>. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

The project generally consists of the demolition of existing improvements, installation of concrete sidewalk, concrete curb, playground subbase, playground equipment, rough grade surrounding soils, and seeding and stabilization of any disturbed areas. Approximate construction quantities for significant bid items include 217 SF of concrete sidewalk, 282 LF of concrete curb, and other associated work.

D 2. ENGINEER. The Project has been designed by:

Joseph Gray, P.E. CME ASSOCIATES 418 Stokes Road Medford, New Jersey 08055

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

D 3. <u>CONTRACT TIME</u>. This contract time is of the essence for substantial completion within 45 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions or modified in the Supplementary Conditions and ready for final payment in accordance with paragraph 14.13 of the General Conditions within <u>60</u> days from the date when the contract time commences to run. If the work is not fully operational within <u>60</u> calendar days, the contractor shall be subjected to liquidated damages in the amount of \$500.00 per day which is the cost associated with delay only.

OWNER and CONTRACTOR have agreed upon these liquidated damages in recognition of the difficulty in calculating actual damages which will be suffered on account of delay in completion of the work within the time required and as a reasonable estimate of such damages, not as a penalty. Nothing, however, shall prevent OWNER from recovering against CONTRACTOR actual damages suffered by reason other than delay in completion of the work within the time required.

D 4. <u>CONTRACT PRICE</u>. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

#### SEE PROPOSAL BID FORM

- D 5. <u>APPLICATIONS FOR PAYMENT</u>. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.
- D 6. <u>PROGRESS AND FINAL PAYMENTS</u>. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER, on or about the <u>4<sup>th</sup> Wednesday</u> of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions and Supplemental General Conditions Section 14.2.1.
  - D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:
    - 98% of the Work completed
  - D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.7 of the General Conditions and/or retainage indicated under Supplementary Conditions.
  - D 6.3. Upon final completion of the Work and settlement of all claims, OWNER shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.
- D 7. <u>CONTRACT DOCUMENTS</u>. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:
  - D 7.1. This Agreement,
  - D 7.2. Exhibits to this Agreement (if any),
  - D 7.3. CONTRACTOR'S Bid and Bonds,
  - D 7.4. Notice of Award,
  - D 7.5. Instructions to Bidders,
  - D 7.6. General Conditions,
  - D 7.7. Supplementary Conditions,
  - D 7.8. Specifications Divisions 1, 2, and 16
  - D 7.9. Appendices as listed in Section "H" of the Contract Documents,
  - D 7.10. Special Provisions
  - D 7.11. Addenda number \_\_through\_\_ inclusive, and
  - D 7.12. Any modifications, Including Change Orders, duly delivered after execution of this Agreement.

#### D 8. MISCELLANEOUS

- D 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- D 8.2. Neither OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER.

- D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

#### D 9. OTHER PROVISIONS

- D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Drawings are entitled as indicated in Section H Contract Drawings.
- D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.
- D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.
- D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner.

The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

- D 9.5. Equal Employment Opportunity/Affirmative Action. Refer to Section B 2.12.
- D 9.6. State Grant Funds. When a contractor is partially funded by a State Grant:

CONTRACTOR agrees to furnish materials and/or install and construct improvements in strict compliance with the Contract Documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling tests results determined in accordance with the Contract Documents which disclose defective or substandard WORK.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

The Agreement will be effective on	, 20
OWNER: TOWNSHIP OF WILLINGBORO	CONTRACTOR:
BY: KAYA MCINTOSH (NAME)	(NAME)
MAYOR (TITLE)	(TITLE)
(SIGNATURE)	(SIGNATURE)
ATTEST BRANDON GARCIA, MUN. CLERK	ATTEST(CORPORATE SECRETARY)
ATTEST	ATTEST
Address for giving notices:	Address for giving notices:
Township of Willingboro	
ATTN: Brandon Garcia	
1 Rev. Dr. Martin Luther King Jr. Drive.	
Willingboro, NJ 08046	
	License No.
	Agent for service of process:
	(If CONTRACTOR is a corporation, attach evidence of authority to sign.)
OWNER'S SEAL	CONTRACTOR'S SEAL

#### **SECTION E**

#### NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
as Principal and
as Sureties, are hereby held and firmly bound unto the <u>Township o</u> <u>Willingboro</u> in the penal sum of Dollars, for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.
Signed this day of, 20
The Condition of the above obligation is such that whereas the above named principal did on the day o 20, enter into a contract with the <u>Township of Willingboro</u> which said contract is made a part of this the bond the same as though set forth herein;
NOW, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of beneficiaries as defined by NJS 2A:44-143 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 beneficiary as defined in NJS 2A:44-143 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 o said Contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety or its bond.
Recovery of any claimant under the bond shall be subject to the conditions and provisions of NJS 2A:44-147, to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is e	secuted in counterparts, each one of whice	n snali b
deemed an original, this day of	, 20	
ATTEST:	Principal (Contractor)	
		(0)
(Principal) Secretary or Witness as to Principal	BY:	(S)
	(Typed Name)	
	(Address)	
ATTEST:		
	Surety	
	BY: Attorney-in-Fact	(S)
	Allomey-iii-i act	
(Surety) Secretary or Witness as to Surety	(Typed Name)	
(SEAL)	(Address)	
	e of Contract. If CONTRACTOR is a partnership, all pa as necessary. A corporate acknowledgment and st Company.	
	APPROVAL OF BOND	
The foregoing Bond approved this	day of, 20	
	SIGNED BY	
	SIGNATURE	(S)
		_(-,

NOTE: The attorney-in-fact signing the Performance Bond on behalf of the surety should attach a valid power of attorney to the Performance Bond.

#### SECTION E

#### NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL N	MEN BY THESE PRES	ENTS, that we, the ι	undersigned		
	as	Principal and			
Willingboro ir made, we he assigns.	n the penal sum of ereby jointly and seve		_ Dollars, for t	and firmly bound und the payment of which executors, administrate	will and truly to be
Signed this _	day of		_, 20	<u></u> .	
20	n of the above obligation , enter into a contra  ne as though set forth h	act with the <u>Townshi</u> r			
furnishing ma authorized ex repairs on ma premiums on agreeing and be void, othe the liability o	said Principal shall proterials for or performing tension or modification achinery, equipment a said work, and for all assenting that this uncommisse the same shall of the surety for any a herein stated.	ng labor in the prose- on thereof, including nd tools, consumed I labor performed in dertaking shall be for remain in full force a	cution of the way all amounts or used in cor such work, what the benefit of the time of the corrections of the benefit of the benefit of the corrections.	ork provided for in sudue for material, lubin nection with such wo hether by subcontracting obligee herein; the sing expressly understand	ch Contract, and any ricants, oil, gasoline, ork, and all insurance fors or otherwise, we nothis obligation shall tood and agreed that
	ety hereby stipulates a or in or to the plans ar				
				Principa	I
				Surety	
(seal) (acknowledgr	ments)				
NOTE:		t signing the Labor ar		ayment Bond on behal rials Payment Bond.	f of the surety should

#### NOTICE TO PROCEED

		Dated:	, 2022
TO:	(5:11)		
	(Bidder)		
ADDRESS:			
OWNER'S PROJECT NO	D. <u>MWL00200.01</u>		
PROJECT:	BROIDO PARK IMPRO	<u>VEMENTS</u>	
OWNER'S CONTRACT	NO. <u>MWL00200.01</u>		
CONTRACT FOR	<u>\$</u>		
20 . By that date, you with Article 3 of the Agree 20 . and	u are to start performing your obtained, the dates of Substantial 20, respectively.  Work at the site, paragraph 2.7 tes to ENGINEER) certificates with the Contract Documents.  Also before you may start ar	contract will commence to run on	s. In accordance
Provide Project Schedule	·	,	
Provide Shop Drawings:			
		Township of Willingboro	
		(Owner)	
		By:(Authorized Signature)	
		(Authorized Signature)	
		<u>Joseph Gray, PE, CME</u> Township Engineer	
		rownship Engineer	

Copy to ENGINEER (Use Certified Mail, Return Receipt Requested)

## GENERAL CONDITIONS

SECTION F

## TABLE OF CONTENTS OF GENERAL CONDITIONS

Article or Pa	ragraph	Page	Article or	Paragraph	
Number & T	itle . 1	Januar II.	Number	P. Tid.	Page
I. DEFINIT	IONS	. 13.	2.5-2.7	1917)	mber
1.1	Addenda	. 13	2.5 2.1	CONTRACTOR's Responsibility to	
1.2	Agreement	. 13		Report: Preliminary Schedules;	
1.3	Application for Payment	. 13		Delivery of Courts and Schedules;	
1.4	Asbestos	. 13		Delivery of Certificates of	
1.5	Bid	. 12		Insurance	15
1.6	Bidding Documents	13	2.8	Preconstruction Conference	15
1.7	Ridding Paguiron anto	. 13	2.9	Initially Acceptable Schedules	16
1.8	Bidding Requirements	. 13	3 CONT	RACT DOCUMENTS: INTENT,	
1.9	Bonds	. 13	J. CALVILL	IDING DELICE	
1.10	Change Order	. 13	3.1-3.2	IDING, REUSE	16
1.11	Contract Documents	. 13			16
	Contract Price	. 13	3.3°	Reference to Standards and	
1.12	Contract Times	. 13		Specifications of Technical Societies;	
1.13	CONTRACTOR	. 13		Reporting and Resolving	
1.14	defective	. 13		Discrepancies	16
1.15	Drawings	. 13	3.4	Intent of Certain Terms or Adjectives	17
1.16	Effective Date of the Agreement	. 13	3.5	Amending Contract Documents	17
1:17	ENGINEER	. 13	3.6	Supplementing Contract Documents	17
1.18	ENGINEER's Consultant	. 13	3.7	Reuse of Documents	17
1.19	Field Order	. (3			17
1.20	General Requirements	14	4. AVAIL	ABILITY OF LANDS; SUBSURFACE AND	
1.21	Hazardous Waste	. 14	PHYS	CALCONDITIONS; REFERENCE POINTS.	17.
1,22	Laws and Regulations; Laws or	. 14	4.1	Availability of Lands	17
1722			4.2	Subsurface and Physical Conditions	
1.23	Regulations	. 14	4.2.1	Reports and Drawings	17
I.24	Liens	. 14	4.2.2	Limited Reliance by CONTRACTOR	17
	Milestone	. 14	1.2.2	Authorized Test 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
1.25	Notice of Award	. 14	4.2.3	Authorized; Technical Data	18
1.26	Notice to Proceed	. 14	4.2.3	Notice of Differing Subsurface or	
1.27	OWNER	. 14	42.4	Physical Conditions	18
1.28	Partial Utilization	. 14	4.2.4	ENGINEER's Review	18
1.29	PCBs	. 14	4.2.5	Possible Contract Documents Change .	18
1.30	Petroleum	. 14	4.2.6	Possible Price and Times Adjustments.	18
1.31	Project	. 14	4.3	Physical Conditions—Underground	
1.32	Radioactive Material	. 14		Facilities	18
1.33	Resident Project Representative	. 14	4.3.1	Shown or Indicated	18
1.34	Samples	. 14	4.3.2	Not Shown or Indicated	19
1.35	Shop Drawings	. 14	4.4	Reference Points	19
1.36	Specifications	. 14	4.5	Asbestos, PCBs, Petroleum, Hazardous	• • •
1.37	Subcontractor			Waste or Radioactive Material	19
1.38	Substantial Completion	. 14		Waste or Radioactive Material	17
1.39	Supplementary Conditions	. 14	5. BOND	S AND INSURANCE	
1.40	Supplier Conditions	. 14	5.1-5.2	Performance Promont and Out of D	20
1.41	Supplier	- 14	5.3	Performance, Payment and Other Bonds.	20 -
1.42	Underground Facilities	. 14	J.J	Licensed Sureties and Insurers;	
1.42	Unit Price Work		5.4	Certificates of Insurance	20
	Work	. 15		CONTRACTOR's Liability Insurance .	20
1.44	Work Change Directive	. 15	5.5	OWNER's Liability Insurance	21
1.45	- Written Amendment	. 15	5.6	Property Insurance	21
2. PRELIMI	NARY MATTERS	• ~	5.7	Boiler and Machinery or Additional	
2.1	Delivery of Bonds	. 15		Property Insurance	21
2.2	Copies of Documents	. 15	5.8	Notice of Cancellation Provisions	21
2.3	Commencement of C+ m'	. 15	<b>5.9</b> .	CONTRACTOR's Responsibility for	
	Commencement of Contract Times;			Deductible Amounts	22
2.4	Notice to Proceed :	. 15	5.10	Other Special Insurance	22
4++**T	Starting the Work	. IS	5.11	Waiver of Rights	22

Article or Pa Number & T	tragraph Title	Page	Article or Pa	ragraph	Page
5.12-5.13		Number	Number & T		umber
	Receipt and Application of Insurance		8.6	Change Orders	29
5.14	Proceeds	22	8.7	Inspections, Tests and Approvals	29
	Acceptance of Bonds and Insurance;	•	8.8	Stop or Suspend Work; Terminate	
5 15	Option to Replace	22	•	CONTRACTOR's Services	29
5.15	Partial Utilization—Property		8.9	Limitations on OWNER's	2.9
	Insurance	23		Responsibilities	
			8.10	Acheetes BCDs Detectors II	30
6. CONTRA	CTOR'S RESPONSIBILITIES	22	0.10	Asbestos, PCBs, Petroleum, Hazardous	
6.1-6.2	Supervision and Superintendence	23	0.11	Waste or Radioactive Material	. 30
6:3-6.5	Labor Metarials and Paris	23	8.11	Evidence of Financial Arrangements	30
6.6	Labor, Materials and Equipment	23	9 ENGINE	ER'S STATUS DURING	
	Progress Schedule	23	CONCORD	COTION	
6.7	Substitutes and "Or-Equal" Items;		ONSIR	UCTION	30
	CONTRACTOR's Expense;		9.1	OWNER's Representative	30
	Substitute Construction		9.2	Visits to Site	30
• . •	Methods or Procedures;	• '.	9.3	Project Representative	30
	ENGINEER's Evaluation	23	9.4	Clarifications and Interpretations	30
6.8-6.11	Concerning Subcontractors, Suppliers		9.5	Authorized Variations in Work	30
	and Others White Sp. 1		9.6	Rejecting Defective Work	
6.12	and Others; Waiver of Rights	24	9.7-9.9	Shop Drawings Change Orders	30
	Patent Fees and Royalties	25	2.7-7.5	Shop Drawings, Change Orders and	
6.13	Permits	25	0.10	Payments	31
6.14	Laws and Regulations	25	9.10	Determinations for Unit Prices	31
6.15	Taxes	: 25	9.11-9.12	Decisions on Disputes; ENGINEER as	•
6.16	Use of Premises	. 26		Initial Interpreter	. 31
6.17	Site Cleanliness	26	9.13	Limitations on ENGINEER's	٠.
6.18	Safe Structural Loading	20		Authority and Responsibilities	31
6.19	Penned Donners to	26		the stoppositionates	21
6.20	Record Documents	26	IO CHANCI	EQ IN THE MANY	
	Safety and Protection	26	IV. CHANGI	ES IN THE WORK	32
6.21	Safety Representative	26	10.1	OWNER Ordered Change	32
6.22	Hazard Communication Programs	27	10.2	Claim for Adjustment	32
6.23	Emergencies	27	10.3	Work Not Required by Contract	
6.24	Shop Drawings and Samples	27		Documents	32
6.25	Submittal Procedures;	•• 41	10.4	Change Orders	. 52
	CONTRACTOR'S Review Prior to		10.5	Notification of Surety	22
•	Shop Drowing or Counts Culture	0.7	• •		32
6.26	Shop Drawing or Sample Submittal	. 27	II. CHANGI	E OF CONTRACT PRICE	32
0.20	Shop Drawing & Sample Submittals		11.1-11.3	Contract Price; Claim for Adjustment;	3.5
ė sa	Review by ENGINEER	27		Value of the Work	32
6.27	Responsibility for Variation From		11.4	Cost of the Work	
	Contract Documents	27	11.5	Bychicing to Cost of the Mark	33
6.28	Related Work Performed Prior to		11.6	Exclusions to Cost of the Work	34
	ENGINEER's Review and Approve			CONTRACTOR's Fee	34
	of Required Submittals	. 27	11.7	Cost Records	34
6.29	Continuing the Work	27	11.8	Cash Allowances	35
6.30	CONTRACTORS Comment	28	11.9	Unit Price Work	35
0.50	CONTRACTOR's General		10 01743707		
	Warranty and Guarantee	28	12. CHANGE	3 OF CONTRACT TIMES	35
6.31-6.33	Indemnification	,28	12.1	Claim for Adjustment	35
6.34	Survival of Obligations	28	12.2	Time of the Essence	35
ATTERN W	/Onve		12.3	Delays Beyond CONTRACTOR's	22
OTHER W		29		Control	25
7.1-7.3	Related Work at Site	29	12.4	Delays Beyond OWNER's and	35
<b>7.</b> 4	Coordination			CONTRACTOR C	
COMMISSION	Dranostarny vo			CONTRACTOR's Control	35
P. OWINER S	RESPONSIBILITIES	. 29`			
8.1.	Communications to Contractor	29:	13. TESTS A	ND INSPECTIONS; CORRECTION,	•
8.2	Replacement of ENGINEER	29	DEILOYA	T OP ACCEPTANCE OF THE TON,	
8.3	Furnish Data and Pay Promptly When		VOMOVA	L OR ACCEPTANCE OF DEFECTIVE	
	Due	29			36
<b>8.</b> 4	Lands and Easements; Reports and	. Z)	13.1	Notice of Defects	. 36
	Tests		13.2	Access to the Work	36
8.5	Tests	. 29	13.3	Tests and Inspections; Contractor's	
0.0	Insurance	. 29	• •	Cooperation	36
	***	•			317

- ·		Päge	Article or Paragraph	Page
		umber	Number & Title	Number
13.4	OWNER's Responsibilities;		14.12 Final Application for Payment	40
	Independent Testing Laboratory	36	14.13-14.14 Final Payment and Acceptance	40
13. <i>5</i>	CONTRACTOR's Responsibilities	36	14.15 Waiver of Claims	40
13.6-13.7 13.8-13.9	CoveringWork Prior to Inspection, Testing or Approval Uncovering Work at ENGINEER's	36	15. SUSPENSION OF WORK AND TERMINATION	
	Request	36	15.2-15.4 OWNER May Terminate	
13.10	OWNER May Stop the Work	36	15.5 CONTRACTOR May Stop Work	
13.11	Correction or Removal of Defective Work	37	Terminate	
13.12	Correction Period			
13.13	Acceptance of Defective Work	37	16. DISPUTE RESOLUTION	41
13.14	OWNER May Correct Defective		17 MOORI I AMBONIO	• 44
	Work	37	17. MISCELLANEOUS	
			17.1 Giving Notice	
	mo mo do como como na lasta		17.2 Computation of Times	
	ITS TO CONTRACTOR AND		17.3 Notice of Claim	
	ETION		17.4 Cumulative Remedies	
14.1	Schedule of Values	37	17.5 Professional Fees and Court Cost	
14.2	Application for Progress Payment	38	Included	42
14.3	CONTRACTOR's Warranty of Title	38 -		•
14.4-14.7	Review of Applications for		EXHIBIT GC-A (Optional):	
	Progress Payments	38	Dispute Resolution Agreement (Optional)	GC-A1
14.8-14.9	Substantial Completion	39	16.1-16.6 · Arbitration	
14.10	Partial Utilization	39	16.7 Mediation	JC-A2
14.11	Final Inspection	39	•	•

# INDEX TO GENERAL CONDITIONS

Article or Paragraph	Article or Paragraph
Number	Number
Acceptance of—	Bidding Documents—definition of 1.6 (6.8.2)
Bonds and Insurance	Bidding Requirements—definitions of 1.7 (1.1, 4.2.6.2)
defective Work	Bonds—
final payment	acceptance of
insurance	additional bonds
other Work, by CONTRACTOR	Cost of the Work
Substitutes and "Or-Equal" Items 6.7.1	definition of
Work by OWNER	delivery of
Access to the—	final application for payment
Lands, OWNER and CONTRACTOR	general
responsibilities4.1	performance, Payment and Other 5.1-5.2
site, related work7.2	Bonds and insurance—in general
Work,	Builder's risk "all risk" policy form
Acts or Omissions—, Acts and Omissions—	Cancellation Provisions, Insurance 5.4.11., 5.8, 5.15
CONTRACTOR	Cash Allowances
ENGINEER	Certificate of Substantial Completion 1.38, 6.30.2.3,
OWNER 6.20, 8.9	14.8, 14.10
Addenda—definition of (also see	Certificates of Inspection
definition of Specifications) (1.6, 1.10, 6.19) 1.1	Certificates of Insurance 2.7, 5.3, 5.4.11, 5.4.13, 5.6.5, 5.8,
Additional Property Insurances	5.14, 9.13.4, 14.12
Adjustments	Change in Contract Price—
Contract Price or Contract	Cash Allowances
Times 1.5, 3.5, 4.1, 4.3.2, 4.5.2, 4.5.3, 9.4, 9.5,	claim for price adjustment 4:1, 4.2.6, 4.5, 5.15, 6.8.2,
	9.4, 9.5, 9.11, 10.2, 10.5, 11.2, 13.9,
10.2-10.4, 11, 12, 14.8, 15.1 progress schedule	13.13, 13.14, 15.1, 15.5 CONTRACTOR's fee
Agreement—	Cost of the Work
definition of 1.2	general
All risk Insurance, policy form 5.6.2	Exclusions to
Allowances, Cash	Cost Records
Amending Contract Documents	in general
Amendment, Written-	Lump Sum Pricing
in general 1.10, 1.45, 3.5, 5.10, 5.12, 6.6.2, 6.8.2, 6.19,	Notification of Surety
10.1, 10.4, 11.2, 12.1, 13.12.2, 14.7.2	Scope of
Appeal, OWNER or CONTRACTOR	Testing and Inspection, Uncovering the Work 13.9
intent to	Unit Price Work
Application for Payment—	Value of Work
definition of	Change in Contract Times—
ENGINEER's Responsibility	Claim for times adjustment 4.1, 4.2.6, 4.5, 5.15, 6.8.2,
final payment	9.4, 9.5, 9.11, 10.2, 10.5, 12.1, 13.9, 13.13,
in general 28 29 564 9 10 15 5	12 14 147 151 155
progress payment	Contractual time limits
review of	Delays beyond CONTRACTOR's control 12.3
Arbitration (Optional)	Delays beyond OWNER's and CONTRACTOR's con-
Asbestos—	trol
claims pursuant thereto	Notification of surety
CONTRACTOR authorized to stop Work 4.5.2	Scope of change
definition of 1.4	Change Orders—
OWNER responsibility for 4.5.1, 8.10	Acceptance of Defective Work
possible price and times change	Amending Contract Documents
Authorized Variations in Work 3.6, 6.25, 6.27, 9.5	Cash Allowances
Availability of Lands	Change of Contract Price
Award, Notice of—defined	Change of Contract Times12
Before Starting Construction 2.5-2.8	Changes in the Work
Bid—definition of	CONTRACTOR's fee
(1.1, 1.10, 2.3, 3.3, 4.2.6.4, 6.13, 11.4.3, 11.9.1)	Cost of the Work

Article or Paragraph Number	Article or Paragraph Number
Cost Records11.7	general
definition of	Hazard Communication Programs
emergencies	Completion—
ENGINEER's responsibility 9.8, 10.4, 11.2, 12.1	Final Application for Payment
execution of	Final Inspection
Indemnification	Final Payment and Acceptance
OWNER may terminate	Partial Utilization
OWNER's Responsibility	Waiver of Claims
Physical Conditions—	Computation of Times
Subsurface and,	Concerning Subcontractors.
Underground Facilities4.3.2	Suppliers and Others
Record Documents	Conferences—
Scope of Change	initially acceptable schedules2.9
Substitutes	preconstruction
Unit Price Work	Conflict, Error, Ambiguity, Discrepancy—
value of Work, covered by	CONTRACTOR to Report
Changes in the Work	Construction, before starting by CONTRACTOR 2.5-2.7
Notification of surety	Construction Machinery, Equipment, etc
Right to an adjustment	Contract Documents—
Scope of change	Amending
Claims—	Bonds
against CONTRACTOR6.16	Cash Allowances
against ENGINEER	Change of Contract Price11
against OWNER 6.32	Change of Contract Times
Change of Contract Price	Changes in the Work 10.4-10.5
Change of Contract Times	check and verify
CÓNTRACTOR'S 4, 7.1, 9.4, 9.5, 9.11, 10.2, 11.2, 11.9,	Clarifications and Interpretations 3.2, 3.6, 9.4, 9.11
12.1, 14.8, 15.1, 15.5, 17.3	definition of
CONTRACTOR's Fee 11.6	ENGINEER as initial interpreter of
CONTRACTOR's liability 5.4, 6.12, 6.16, 6.31	ENGINEER as OWNER's representative
Cost of the Work	Insurance
Dispute Resolution	Intent
Dispute Resolution Agreement	minor variations in the Work
ENGINEER as initial interpretor9.11	OWNER's responsibility to furnish data
Lump Sum Pricing	OWNER's responsibility to make
Notice of	prompt payment
OWNER's 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1,	precedence
	Record Documents
13.9, 13.13, 13.14, 17.3 OWNER's liability	Reference to Standards and Specifications
OWNER may refuse to make payment 14.7	of Technical Societies
Professional Fees and Court Costs Included 17.5	Related Work
request for formal decision on	Reporting and Resolving Discrepancies 2.5, 3.3
Substitute items	Reuse of
Time requirements	Termination of ENGINEER's Employment
Unit Price Work	Unit Price Work
Value of11.3	variations
Waiver of—on Final Payment 14.14, 14.15	Visits to Site, ENGINEER's
Work Change Directive	Contract Price—
written notice required 9.11, 11.2, 12.1	adjustment of
Clarifications and Interpretations 3.6.3, 9.4, 9.11	Change of11
Clean Site	Decision on Disputes9.11
Codes of Technical Society, Organization or	definition of
Association	Contract Times—
Commencement of Contract Times	adjustment of
Communications—	Change of

Article or Paragraph Number	Article or Paragraph Number
Commencement of	For Acts and Omissions of Others 6.9.1-6.9.2, 9.13
definition of	for deductible amounts, insurance
CONTRACTOR—	general
Acceptance of Insurance	Hazardous Communication Programs 6.22
Limited Reliance on Technical Data Authorized 4.2.2	Indemnification
Communications	Labor, Materials and Equipment 6.3-6.5
Continue Work	Laws and Regulations6.14
coordination and scheduling	Liability Insurance
definition of	Notice of variation from Contract Documents 6.27
May Stop Work or Terminate	Patent Fees and Royalties
provide site access to others	Permits 6.13
Safety and Protection 4.3.1.2, 6.16, 6.18, 6.21-6.23,	Progress Schedule
7.2, 13.2  Shop Drawing and Sample Paview Prior to Submitted 6.26	Record Documents
Shop Drawing and Sample Review Prior to Submittal . 6.25 Stop Work requirements	approval of required submittals
CONTRACTOR'S	safe structural loading
Compensation	Safety and Protection
Continuing Obligation	Safety Representative
Defective Work	Scheduling the Work
Duty to correct defective Work	Shop Drawings and Samples
Duty to Report—	Shop Drawings and Samples Review
Changes in the Work caused by	by ENGINEER 6.26
Emergency	Site Cleanliness 6.17
Defects in Work of Others	Submittal Procedures
Differing conditions	Substitute Construction Methods and
Discrepancy in Documents 2.5, 3.3.2, 6.14.2	Procedures
Underground Facilities not indicated	Substitutes and "Or-Equal" Items
Emergencies	Superintendence
Equipment and Machinery Rental, Cost of the Work	Supervision
Pee—Cost-Plus	Survival of Obligations
General Warranty and Guarantee	Tests and Inspections
Hazard Communication Programs	To Report
Indemnification	Use of Premises
Inspection of the Work	Review Prior to Shop Drawing or Sample Submittal 6.25
Labor, Materials and Equipment	Right to adjustment for changes in the Work 10.2
Laws and Regulations, Compliance by 6.14.1	right to claim 4, 7.1, 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1,
Liability Insurance	13.9, 14.8, 15.1, 15.5, 17.3
Notice of Intent to Appeal 9.10, 10.4	Safety and Protection
obligation to perform and complete the Work 6.30	Safety Representative
Patent Fees and Royalties, paid for by	Shop Drawings and Samples Submittals 6.24-6.28
Performance and Other Bonds	Special Consultants
Permits, obtained and paid for by	Substitute Construction Methods and Procedures 6.7
Progress Schedule 2.6, 2.8, 2.9, 6.6, 6.29, 10.4, 15.2.1  Request for formal decision on disputes	Substitutes and "Or-Equal" Items, Expense 6.7.1, 6.7.2 Subcontractors, Suppliers and Others 6.8-6.11
	Supervision and Superintendence 6.1, 6.2, 6.21
Changes in the Work	Taxes, Payment by
Concerning Subcontractors, Suppliers and Others . 6.8-	Use of Premises
6.11	Warranties and guarantees
Continuing the Work	Warranty of Title
CONTRACTOR's expense	Written Notice Required—
CONTRACTOR's General Warranty and Guaran-	CONTRACTOR stop Work or terminate 15.5
tee	Reports of Differing Subsurface and Physical Condi-
CONTRACTOR's review prior to Shop Drawing or Sam-	tions
ple submittal	Substantial Completion
Coordination of Work	CONTRACTORS—other
Emergencies	Contractual Liability Insurance
ENGINEER's evaluation, Substitutes	Contractual Time Limits
or "Or-Equal" Items 6.7.3	Coordination

Article or Paragraph Number	Article or Paragraph Number
CONTRACTOR's responsibility	Determinations for Unit Prices
Correction Period	Differing Subsurface or Physical Conditions
Correction, Removal or Acceptance of	Notice of
Defective Work	ENGINEER's Review
in general	Possible Contract Documents Change
Acceptance of Defective Work	Possible Price and Times Adjustments
Correction or Removal of Defective Work 6.30, 13.11	Discrepancies-Reporting and Resolving 2.5, 3.3.2, 6.14.2
Correction Period	Dispute Resolution—
OWNER May Correct Defective Work	Agreement
OWNER May Stop Work	Arbitration
Cost—	general16
of Tests and Inspections	Mediation
Records	Dispute Resolution Agreement
Cost of the Work—	Disputes, Decisions by ENGINEER
Bonds and insurance, additional	Documents—
Cash Discounts	Copies of
CONTRACTOR's Fee	Record
Employee Expenses	Reuse of 3.7
Exclusions to	Drawings—definition of
General 11.4-11.5	Easements4.1
Home office and overhead expenses	Effective date of Agreement—definition of
Losses and damages	Emergencies
Materials and equipment	ENGINEER—
Minor expenses	as initial interpreter on disputes 9.11-9.12
Payroll costs on changes	definition of
performed by Subcontractors	Limitations on authority and
Records	responsibilities
Rentals of construction equipment and machinery . 11.4.5.3  Royalty payments, permits and license fees 11.4.5.5	Replacement of
Site office and temporary facilities	Resident Project Representative
Special Consultants, CONTRACTOR's	ENGINEER's—
Supplemental	authority and responsibility, limitations on 9.13
Taxes related to the Work	Authorized Variations in the Work
Tests and Inspection	Change Orders, responsibility for 9.7, 10, 11, 12
Trade Discounts	Clarifications and Interpretations 3.6.3, 9.4
Utilities, fuel and sanitary facilities 11.4.5.7	Decisions on Disputes
Work after regular hours11.4.1	defective Work, notice of
Covering Work	Evaluation of Substitute Items 6.7.3
Cumulative Remedies	Liability 6.32, 9.12
Cutting, fitting and patching	Notice Work is Acceptable
Data, to be furnished by OWNER	Observations
Day—definition of	OWNER's Representative9.1
defective—definition of	Payments to the CONTRACTOR, Responsibility for
defective Work—	Recommendation of Payment
Acceptance of	Responsibilities—
Correction or Removal of	Limitations on
Correction Period	Review of Reports on Differing Subsurface
in general	and Physical Conditions
Observation by ENGINEER	Shop Drawings and Samples, review
OWNER May Stop Work	responsibility
Prompt Notice of Defects	Status During Construction—
Rejecting	authorized variations in the Work9.5
Uncovering the Work	Clarifications and Interpretations9.4
Definitions	Decisions on Disputes
Delays	Determinations on Unit Price
Delivery of certificates of insurance 2.7	ENGINEER's Passage ibilities 9.11-9.12
wontery or commones of mountaine	ENGINEER's Responsibilities 9.1-9.12

Article or Paragraph

Article or Paragraph

Article or Paragraph Number	Article or Paragraph Number
Reference to in Contract Documents	Inspections, tests and approvals 8.7, 13.4
Materials and equipment—	Liability Insurance
furnished by CONTRACTOR	Notice of Defects
not incorporated in Work	Representative—During Construction,
Materials or equipment—equivalent 6.7	ENGINEER's Status 9.1
Mediation (Optional)	Responsibilities—
Milestones—definition of	Asbestos, PCB's, Petroleum, Hazardous
Miscellaneous-	Waste on Radioactive Material 8.10
Computation of Times	Change Orders
Cumulative Remedies	Changes in the Work
Giving Notice 17.1	
Giving Notice         17.1           Notice of Claim         17.3	communications 8.1 CONTRACTOR's responsibilities 8.9
Professional Fees and Court Costs Included 17.5	evidence of financial arrangements
Multi-prime contracts	inspections, tests and approvals
Not Shown or Indicated	Insurance
Notice of—	lands and easements
Acceptability of Project	prompt payment by
Award, definition of	replacement of ENGINEER8.2
Claim	reports and tests
Defects,	stop or suspend Work
Differing Subsurface or Physical Conditions4.2.3	terminate CONTRACTOR's services
Giving	separate representative at site
Tests and Inspections	•
Variation, Shop Drawing and Sample	independent testing
Notice to Proceed—	use or occupancy of the
definition of	Work
	written consent or approval
giving of	required
Notification to Surety	written notice
Observations, by ENGINEER	required 7.1, 9.4, 9.11, 11.2, 11.9, 14.7, 15.4 PCBs—
	- <del>-</del>
Omissions or acts by CONTRACTOR	definition of
"Open peril" policy form, Insurance	general
Option to Replace	OWNER's responsibility for
Other work	Partial Utilization—
Overtime Work—prohibition of	definition of
OWNER—	general
•	Property Insurance
Acceptance of defective Work	Patent Fees and Royalties
appoint an ENGINEER	Payment Bonds
as fiduciary	Payments, Recommendation of 14.4-14.7, 14.13
Availability of Lands, responsibility4.1	Payments to CONTRACTOR and Completion—
definition of	Application for Progress Payments
data, furnish	CONTRACTOR's Warranty of Title
May Correct Defective Work	Final Application for Payment
May refuse to make payment	Final Inspection
May Stop the Work	Final Payment and Acceptance 14.13-14.14
may suspend work,	general 8.3, 14
terminate	Partial Utilization
Payment, make prompt	Retainage
performance of other Work	Review of Applications for Progress
permits and licenses, requirements	Payments
purchased insurance requirements 5.6-5.10	prompt payment
OWNER's—	Schedule of Values
Acceptance of the Work	Substantial Completion
Change Orders, obligation to	Waiver of Claims
execute	when payments due 14.4, 14.13
Communications 8.1	withholding payment
Coordination of the Work7.4	Performance Bonds
Disputes, request for decision	Permits 6.13

1/4 to

Article or Paragraph	Article or Paragraph
Number	Number
Petroleum	Regulations, Laws and (or)
definition of	Rejecting Defective Work
general	Related Work—
OWNER's responsibility for	at Site
Physical Conditions—	Performed prior to Shop Drawings
Drawings of, in or relating to	and Samples submittals review
ENGINEER's review	Remedies, cumulative
existing structures	Removal or Correction of
general	Defective Work
Subsurface and, 4.2 Underground Facilities 4.3	* **
Possible Contract Documents Change	required
Possible Price and Times Adjustments	Reporting and Resolving Discrepancies 2.5, 3.3.2, 6.14.2
Reports and Drawings4.2.1	Reports—
Notice of Differing Subsurface or,	and Drawings4.2.1
Subsurface and	and Tests, OWNER's responsibility8.4
Subsurface Conditions	Resident Project Representative—
Technical Data, Limited Reliance by	definition of 1.33
CONTRACTOR Authorized4.2.2	provision for
Underground Facilities—	Resident Superintendent, CONTRACTOR's 6.2
general4.3	Responsibilities-
Not Shown or Indicated	CONTRACTOR's-in general
Protection of	ENGINEER's-in general9
Shown or Indicated	Limitations on
Technical Data	OWNER's-in general         8           Retainage         14.2
Preliminary Matters	Reuse of Documents 3.7
Preliminary Schedules	Review by CONTRACTOR: Shop Drawings
Premises, Use of	and Samples Prior to Submittal
Price. Change of Contract	Review of Applications for Progress
Price, Contract—definition of	Payments
Progress Payment, Applications for	Right to an adjustment
Progress payment—retainage14.2	Rights of Way4.1
Progress schedule, CONTRACTOR's 2.6, 2.8, 2.9, 6.6,	Royalties, Patent Fees and
6.29, 10.4, 15.2.1 Project—definition of	Safe Structural Loading
	Safety—
Project Representative—	and Protection 4.3.2, 6.16, 6.18, 6.20-6.21, 7.2, 13.2 general 6.20-6.23
ENGINEER's Status During Construction	Representative, CONTRACTOR's
-definition of	Samples—
prompt payment by OWNER	definition of
Property Insurance	general
Additional	Review by CONTRACTOR6.25
general 5.6-5.10	Review by ENGINEER 6.26, 6.27
Partial Utilization	related Work
receipt and application of	submittal of 6.24.2
proceeds 5.12-5.13	submittal procedures
Protection, Safety and	Schedule of progress 2.6, 2.8-2.9, 6.6, 6.29, 10.4, 15.2.1
Punch list	Schedule of Shop Drawing and Sample
Radioactive Material—	Submittals
definition       1.32         general       4.5	Schedules— 2.0, 2.6-2.9, 14.1
OWNER's responsibility for	Adherence to
Recommendation of Payment 14.4, 14.5, 14.13	Adjusting
Record Documents	Change of Contract Times
Records, procedures for maintaining	Initially Acceptable
Reference Points	Preliminary
Reference to Standards and Specifications	Scope of Changes
of Technical Societies	Subsurface Conditions

Article or Paragraph Number	Article or Paragraph Number
Shop Drawings—	Substitute Items 6.7.1.2
and Samples, general	Subsurface and Physical Conditions—
Change Orders & Applications for	Drawings of, in or relating to
Payments, and	ENGINEER's Review 4.2.4
definition of	general4.2
ENGINEER's approval of	Limited Reliance by CONTRACTOR
ENGINEER's responsibility	Authorized 4.2.2
for review	Notice of Differing Subsurface or
related Work	Physical Conditions
review procedures	Physical Conditions
submittal required	Possible Contract Documents Change
Submittal Procedures	Possible Price and Times Adjustments
use to approve substitutions	Reports and Drawings
Shown or Indicated	Subsurface and4.2
Site Access	Subsurface Conditions at the Site 4.2.1.1
Site Cleanliness	Technical Data
Site, Visits to—	Supervision—
by ENGINEER	CONTRACTOR's responsibility
by others	OWNER shall not supervise8.9
"Special causes of loss" policy form, insurance 5.6.2	ENGINEER shall not supervise 9.2, 9.13.2
Specifications—	Superintendence
definition of	Superintendent, CONTRACTOR's resident 6.2
of Technical Societies, reference to 3.3.1	Supplemental costs
precedence	Supplementary Conditions—
Standards and Specifications of Technical	definition of
Societies	principal reference to 1.10, 1.18, 2.2, 2.7, 4.2, 4.3, 5.1,
Starting Construction, Before	5.3, 5.4, 5.6-5.9, 5.11, 6.8, 6.13, 7.4, 8.11, 9.3, 9.10
Starting the Work	Supplementing Contract Documents
Stop or Suspend Work-	Supplier—
by CONTRACTOR 15.5	definition of
by OWNER	principal references to
Storage of materials and equipment	6.20, 6.24, 9.13, 14.12
Structural Loading, Safety	Waiver of Rights 6.11
Subcontractor—	Surety
Concerning, 6.8-6.11	consent to final payment
definition of	ENGINEER has no duty to
delays 12.3	Notification of
waiver of rights	qualification of
Subcontractors—in general	Survival of Obligations
Subcontracts—required provisions 5.11, 6.11, 11.4.3	Suspend Work, OWNER May 13.10, 15.1
Submittals—	Suspension of Work and Termination—
Applications for Payment14.2	CONTRACTOR May Stop Work or
Maintenance and Operation Manuals 14.12	Terminate
Procedures	OWNER May Suspend Work
Progress Schedules	OWNER May Terminate
Samples	Taxes-Payment by CONTRACTOR
Schedule of Values	Technical Data—
Schedule of Shop Drawings and	Limited Reliance by CONTRACTOR
Samples Submissions	Possible Price and Times Adjustments
Shop Drawings	Reports of Differing Subsurface and
certification of	Physical Conditions
definition of	Termination—
Substitute Construction Methods or Procedures 6.7.2	by CONTRACTOR
Substitutes and "Or Equal" Items	by OWNER
CONTRACTOR's Expense	
ENGINEER's Evaluation	of ENGINEER's employment
"Or-Equal" 6.7.1	Suspension of Work-in general
Substitute Construction Methods of Procedures 6.7.2	Terms and Adjectives
Chostitute Constitution Memous of Floctuates 0.7.2	roses and molections—

Article or Paragraph Number	Article or Paragraph
Access to the Work, by others	Number
CONTRACTOR'S responsibilities	Utilization, Partial
0031 01	Value of the Work
Covering Work prior to	Values, Schedule of
Laws and Regulations (or)	Authorized
12 1	Authorized
OWNER May Stop Work	Visits of Site—by ENGINEER
OWINER'S independent testing	Payment Of Claims-Off Fillar
special, required by ENGINEER	Payment
timely notice required	Waiver of Rights by insured parties
Uncovering the Work, at ENGINEER's	Warranty and Guarantee, General—by
request	CONTRACTOR
Times—	Warranty of Title, CONTRACTOR's 6.30 Work— 14.3
Adjusting	
Change of Contract	Access to
Adjusting 12	by others,
Computation of	Changes in the
Contract Times—definition of	CONTRACTOR Management 6.29
day	CONTRACTOR May Stop Work
Milestones 17.72	or Terminate
Milestones	Coordination of
	Cost of the
appeals	definition of
disputes	riegiected by CORTRACTOR
disputes	Other Work
commencement of contract times	OWINER MILEY STOP WOLK
preconstruction conference	OWINDS May Suspend Work 12 to 1c t
schedules	related, work at Site
starting the Work	Granting the
Title, Walfallty Of	Stopping by CONTRACTOR 15 5
Oncovering Work	Stopping by OWNER
Orderground rachities, Physical Conditions	variation and deviation authorized.
definition of	minor
recessions or indicated	Work Change Directive—
protection of	claims pursuant to
Shown or indicated	definition of
Our ruce Mork—	Pull-Cidal Icicrences in 2 52 to 1 to 2
claims	witten Amendment—,
1 42	delinition of the state of the
general	principal references to 1.10, 3.5, 5.10, 5.12, 6.6.2, 6.8.2
Unit Prices—	0.19, 10.1, 10.4, 11.2, 12.1, 13.12.2, 14.7.2
general	written Clarifications and
0 10	Interpretations
0 se of Fremises	Witten Notice Required—
Utility owners	by CONTRACTOR 7.1, 9.10-9.11, 10.4, 11.2, 12.1
10.20, 0.20, 0.1-7.3, 13.2	by OWNER

# GENERAL CONDITIONS

F-1 ARTICLE I—DEFINITIONS ALSO SEE G1.1

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- F1.1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.
- F1.2. Agreement—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- F1.3. Application for Payment—The form accepted by EN-GINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- F1.4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- F1.5. Bid—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- F 1.6. Bidding Documents—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- F1.7. Bidding Requirements—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
- F1.8. Bonds—Performance and Payment bonds and other instruments of security.
- F1.9. Change Order—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- F1.10. Contract Documents—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agree-

ment, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

- F1.11. Contract Price—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).
- F 1.12. Contract Times—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.
- F 1.13. CONTRACTOR—The person, firm or corporation with whom OWNER has entered into the Agreement.
- F1.14. defective—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).
- F 1.15. Drawings—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- F 1.16. Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- F 1.17. ENGINEER—The person, firm or corporation named as such in the Agreement.
- F 1.18. ENGINEER's Consultant—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.
- F1.19. Field Order—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

- F1.20. General Requirements—Sections of Division I of the Specifications.
- F1.21. Hazardous Waste—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- F 1.22. Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- F1.23. Liens—Liens, charges, security interests or encumbrances upon real property or personal property.
- F 1.24. Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- F1.25. Notice of Award—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- F1.26. Notice to Proceed—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- F1.27. OWNER—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- F 1.28. Partial Utilization—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- F 1.29. PCBs-Polychlorinated biphenyls.
- F 1.30. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- F1.31. Project—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- F1.32. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

- F 1.33. Resident Project Representative— The authorized representative of ENGINEER who may be assigned to the site or any part thereof.
- F 1.34. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- F 1.35. Shop Drawings—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
- F1.36. Specifications—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- F1.37. Subcontractor—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- F1.38. Substantial Completion—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- F1.39. Supplementary Conditions—The part of the Contract Documents which amends or supplements these General Conditions.
- F 1.40. Supplier—A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- F 1.41. Underground Facilities—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- F 1.42. Unit Price Work—Work to be paid for on the basis of unit prices.

F1.43. Work—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

F1.44. Work Change Directive—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

F1.45. Written Amendment—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

# F-2 ARTICLE 2—PRELIMINARY MATTERS

#### Delivery of Bonds:

F2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

#### Copies of Documents:

F2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

# Commencement of Contract Times; Notice to Proceed:

F2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the

Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. ALSO SEE G2.3

# Starting the Work:

F 2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

# Before Starting Construction:

F 2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof. ALSO SEE G2.5.1

F 2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

F 2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

F 2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

F 2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. ALSO SEE G2.6.4 & 1-2.6

F2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

# Preconstruction Conference:

F2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

# Initially Acceptable Schedules:

F 2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRAC-TOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGI-NEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

# F-3 ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### Intent:

- F 3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project. ALSO SEE G3.1.1
- F 3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifi-

cations and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

# F 3.3. Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

- F3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- F3.3.2. If, during the performance of the Work, CON-TRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5. CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGI-NEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.
- F 3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:
  - F3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - F3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

F 3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGI-NEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

#### Amending and Supplementing Contract Documents:

- F 3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
  - F3.5.1. a formal Written Amendment.
  - F3.5.2. a Change Order (pursuant to paragraph 10.4), or
  - F 3.5.3. a Work Change Directive (pursuant to paragraph 10.1).
- F3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
  - F 3.6.1. a Field Order (pursuant to paragraph 9.5),
  - F 3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or
  - F 3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

# Reuse of Documents:

F3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any

of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

F-4
ARTICLE 4—AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL
CONDITIONS; REFERENCE POINTS

# Availability of Lands:

F 4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CON-TRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12, CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. ALSO SEE 1-4.1

### F 4.2. Subsurface and Physical Conditions:

- F 4.2.1. Reports and Drawings: Reference is made to the Supplementary Conditions for identification of:
  - F 4.2.1.1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and
  - F 4.2.1.2. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

- F 4.2.2. Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:
  - F 4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
  - F 4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
  - F 4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- F4.2.3. Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:
  - F 4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or
  - F 4.2.3.2. is of such a nature as to require a change in the Contract Documents, or
  - F 4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or
  - F 4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then
- CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- F4.2.4. ENGINEER's Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

- F 4.2.5. Possible Contract Documents Change: If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.
- F 4.2.6. Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:
  - F4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;
  - F4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;
  - F4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and
  - F4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;
  - F. 4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or
  - F 4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
  - F 4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.
- If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.
- F 4.3. Physical Conditions-Underground Facilities:
- F 4.3.1. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on

information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

F4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

F4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

F 4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CON-TRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time. CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CON-TRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

## Reference Points:

F 4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations

without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. ALSO SEE 1-4.

F 4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

F4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

F4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CON-TRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

F4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

F4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR. Subcontractors, ENGINEER, ENGINEER's

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

F 4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

#### F-5 ARTICLE 5—BONDS AND INSURANCE

### Performance, Payment and Other Bonds:

F5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. ALSO SEE G5.1

F5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

# F 5.3. Licensed Sureties and Insurers; Certificates of Insurance:

F 5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance

companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

F5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

#### CONTRACTOR's Liability Insurance:

F 5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- F 5.4.1: claims under workers' compensation, disability benefits and other similar employee benefit acts;
- F 5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRAC-TOR's employees;
- F 5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- F 5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
- F5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

- F 5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;
- F5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
- F5.4.9. include completed operations insurance;
- F5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;
- F5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);
- F5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12; and
- F5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter). ALSO SEE G5.3

# OWNER's Liability Insurance:

F 5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### Property Insurance:

F 5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insur-

ance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

- F 5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- F 5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;
- F.5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- F 5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
- F 5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.
- F 5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- F 5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

F5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

F 5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

# F 5.11. Waiver of Rights:

F5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors. ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

F5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

F 5.11.2.1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

F 5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

### Receipt and Application of Insurance Proceeds

F5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

F 5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### Acceptance of Bonds and Insurance; Option to Replace:

F 5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

### Partial Utilization—Property Insurance:

F 5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

F-6
ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

# Supervision and Superintendence:

F 6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

F6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR. ALSO SEE G6.2

#### Labor, Materials and Equipment:

F6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and

CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. ALSO SEE G6.3.1, G6.3, 1-6.3

F 6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. ALSO SEE 1-6.4.1 TO 1-6.4.5

F 6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

#### Progress Schedule:

F 6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

F 6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

F 6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### F 6.7. Substitutes and "Or-Equal" Items:

F 6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

F 6.7.1.1. "Or-Equal": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

F 6.7.1.2. Substitute Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CON-TRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will-require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) 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 will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute, EN-GINEER may require CONTRACTOR to furnish additional data about the proposed substitute. ALSO SEE

F 6.7.1.3. CONTRACTOR's Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

F 6.7.2. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of

construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

F 6.7.3. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "orequal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing, OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

#### Concerning Subcontractors, Suppliers and Others:

F 6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. ALSO SEE G6.8.1

F 6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work. ALSO SEE G6.8.2

F 6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CON-TRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGI-NEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

F 6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

F 6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

F 6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

## Patent Fees and Royalties:

F6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

#### Permits:

F 6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

#### Laws and Regulations:

F 6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

F 6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2. ALSO SEE G6.14.3

# Taxes:

F 6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

the Project which are applicable during the performance of the Work.

Use of Premises:

F 6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CON-TRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGI-NEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

F 6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

ALSO SEE 1-6.17.1 & 1-6.17.2

F 6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### Record Documents:

F 6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of

the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

F6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

F 6.20.1. all persons on the Work site or who may be affected by the Work;

F 6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and ALSO SEE 1-6.20.2

F 6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. ALSO SEE 1-6.20.3.1 & 1-6.20.3.2

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). ALSO SEE G6.20.4, 1-6.20.4, 1-6.20.4.1

& 1-6.20.4.2

Safety Representative:

F 6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and

responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

# Hazard Communication Programs:

F 6.22. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

### Emergencies:

F 6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

# F 6.24. Shop Drawings and Samples:

F 6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

ALSO SEE 1-6.23.1

F 6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

## F 6.25. Submittal Procedures:

F6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- F 6.25.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- F 6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and
- F 6.25.1.2. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

- F6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contact Documents with respect to CONTRACTOR'S review and approval of that submittal.
- F 6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.
- F6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

F6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents unless CONTRACTOR has in writing called EN-GINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

F 6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

#### Continuing the Work:

F 6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing. ALSO SEE G6.29.1

# F 6.30. CONTRACTOR's General Warranty and Guarantee:

F 6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

F 6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

F 6.30.1.2. normal wear and tear under normal usage.

F 6.30.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

F 6.30.2.1. observations by ENGINEER;

F 6.30.2.3. recommendation of any progress or final payment by ENGINEER;

F 6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

F 6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

F6.30.2.5. any acceptance by OWNER or any failure to do so;

F6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

F 6.30.2.7. any inspection, test or approval by others; or

F 6.30.2.8. any correction of defective Work by OWNER.

# Indemnification:

F 6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

ALSO SEE G6.30

F 6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

F 6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

#### Survival of Obligations:

F 6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with

the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

# F-7 ARTICLE 7—OTHER WORK

#### Related Work at Site:

- F 7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then:
  (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.
- F 7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CON-TRACTOR in said direct contracts between OWNER and such utility owners and other contractors.
- F 7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

#### Coordination:

- F 7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:
  - F 7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified:
  - F 7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - F 7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

# F-8 ARTICLE 8—OWNER'S RESPONSIBILITIES

- F 8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- F 8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.
- F 8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.
- F 8.4. OWNER's duties in respect of providing lands and casements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.
- F 8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.
- F 8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.
- F 8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.
- F 8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

F 8.9. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

F 8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

F 8.11. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

F-9
ARTICLE 9—ENGINEER'S STATUS DURING
CONSTRUCTION

# OWNER's Representative:

F 9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

#### Visits to Site:

F 9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGI-NEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRAC-TOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. EN-GINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work, EN-GINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### Project Representative:

F 9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

#### Clarifications and Interpretations:

F 9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12. SEE ALSO G9.4.1

# Authorized Variations in Work:

F 9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

# Rejecting Defective Work:

F 9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

# Shop Drawings, Change Orders and Payments:

F9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

F 9.8. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

F 9.9. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

# Determinations for Unit Prices:

F 9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRAC-TOR, ENGINEER will review with CONTRACTOR the EN-GINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into hetween OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

# Decisions on Disputes:

F 9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant

to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CON-TRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. ALSO SEE G9.11.1

F 9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may other wise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

### F9.13. Limitations on ENGINEER's Authority and Responsibilities:

F 9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

F 9.13.2. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

F 19.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

F 9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

F 9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

# F-10 ARTICLE 10—CHANGES IN THE WORK

F 10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

F 10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

F 10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

F 10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

F10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or (iii) agreed to by the parties;

F 10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

F 10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

F 10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

# F-11 ARTICLE II—CHANGE OF CONTRACT PRICE

F11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

F11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER. and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

- F11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:
  - F 11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive);
  - F11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);
  - F11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

# Cost of the Work:

- F11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:
  - F 11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.
  - F11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the

cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

- F 11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- F 11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- F 11.4.5. Supplemental costs including the following:
- F 11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
- F 11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- F 11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- F 11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- F 11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

F 11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CON-TRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRAC-TOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

F 11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

F 11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petry cash items in connection with the Work.

F11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

F11.5. The term Cost of the Work shall not include any of the following:

F 11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, ar chitects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

F 11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

F11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

F 11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

F11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

F 11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

F11.6.1. a mutually acceptable fixed fee; or

F11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

F11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

F 11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

F 11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

F 11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

F11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

F11.6.2.6. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

F11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### Cash Allowances:

F 11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

F 11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

F11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### F 11.9. Unit Price Work:

F 11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

F11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

F 11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

F 11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

F 11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

F 11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result

of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

# F-12 ARTICLE 12—CHANGE OF CONTRACT TIMES

ALSO SEE G12.0

F 12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGI-NEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

F 12.2. All time limits stated in the Contract Documents are of the essence of the Agreement. ALSO SEE G12.3.1

F 12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

F 12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii)

delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

F13

ARTICLE 13—TESTS AND INSPECTIONS;

CORRECTION, REMOVAL OR

ACCEPTANCE OF DEFECTIVE WORK

F 13.1. Notice of Defects: Prompt notice of all defective Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

### Access to Work:

F 13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable. ALSO SEE 1-13.2

# Tests and Inspections:

- F13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

  ALSO SEE 1-13.3
- F 13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - F 13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;
  - F 13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and
  - F 13.4.3. as otherwise specifically provided in the Contract Documents.
- F 13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or

approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

- F13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.
- F.13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

#### Uncovering Work:

- F13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- F 13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### OWNER May Stop the Work:

F13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party. ALSO SEE 1-13.10

# Correction or Removal of Defective Work:

F 13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### F13.12. Correction Period:

F13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage. OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

F 13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

F 13.12.3. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

# Acceptance of Defective Work:

F 13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall

pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

# OWNER May Correct Defective Work:

F 13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CON-TRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR. correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work. and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

F-14

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

ALSO SEE G14.0 Schedule of Values:

F 14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and

will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

# Application for Progress Payment:

F 14.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. ALSO SEE G14.2.1

### CONTRACTOR's Warranty of Title:

F 14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

# Review of Applications for Progress Payment:

- F 14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.
- F 14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

- F 14.5.1. the Work has progressed to the point indicated,
- F 14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and
- F 14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

- F 14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.
- F 14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:
  - F14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,
  - F14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,
  - F14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or
  - F 14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

F 14.7.5. claims have been made against OWNER on account of CONTRACTORs performance or furnishing of the Work,

F 14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens,

F14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

F 14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

# Substantial Completion:

F 14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRAC-TOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, EN-GINEER considers the Work substantially complete, ENGI-NEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

F 14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### Partial Utilization:

F 14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

F 14.10.1. OWNER at any time may request CON-TRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CON-TRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGI-NEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor, If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

F 14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

#### Final Inspection:

F 14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all

particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

# Final Application for Payment:

F14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRAC-TOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRAC-TOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

#### Final Payment and Acceptance:

F14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGI-NEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CON-TRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGI-NEER will become due and will be paid by OWNER to

#### CONTRACTOR.

F 14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGI-NEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

# Waiver of Claims:

F14.15. The making and acceptance of final payment will constitute:

F 14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

F 14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

#### F-15

# ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

# OWNER May Suspend Work:

F15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

# OWNER May Terminate:

F 15.2. Upon the occurrence of any one or more of the following events:

F 15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

F 15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

F 15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

F-15.2.4.— if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGI-NEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

F15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

F 15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

F 15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

F15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

F 15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

F 15.4.4. for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

# CONTRACTOR May Stop Work or Terminate:

F 15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGI-NEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon: The provisions of this paragraph 15.5 are not intended to preclude CON-TRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRAC-TOR's stopping Work as permitted by this paragraph.

# F-16 ARTICLE 16—DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

F-17
ARTICLE 17—MISCELLANEOUS

#### Giving Notice:

F 17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

# Computation of Times:

F 17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

F 17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

ALSO SEE G17.2.3

#### Notice of Claim:

F 17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or

act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

#### Cumulative Remedies:

F 17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

#### Professional Fees and Court Costs Included:

F17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

[The remainder of this page was left blank intentionally.]

# EXHIBIT GC-A to General Conditions of the Agreement Between OWNER and CONTRACTOR Dated\_\_\_\_\_\_\_ For use with EJCDC No. 1910-8 (1990 ed.)

#### DISPUTE RESOLUTION AGREEMENT

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

- 16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.15) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.
- 16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten- day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

- 16.4. Except as provided in paragraph 16.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:
  - 16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
  - 16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
  - 16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- 16.5. Notwithstanding paragraph 16.4 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.11 a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 16.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER or ENGINEER's Consultants that does not otherwise exist.
- 16.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

[The remainder of this page was left blank intentionally.]

16.7. OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.1 through 16.6, unless delay in initiating arbitra-

tion would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.2 and 16.3 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

# **SECTION G. SUPPLEMENTARY CONDITIONS**

G 0.1	TABLE OF CONTENTS
G 0.2	INTRODUCTION
G 1.1	DEFINITIONS
G 2.3	NOTICE TO BEGIN WORK
G 2.5.1	DIMENSIONS
G 2.6.4	BREAKDOWN COSTS OF LUMP SUM ITEMS
G 3.1.1	WORK REQUIRED BY THE CONTRACT DOCUMENTS
G 5.1	SECURITY FOR FAITHFUL PERFORMANCE & FOR LABOR AND MATERIALS PAYMENTS
G 5.3	COMPENSATION AND LIABILITY INSURANCE
G 5.3.1	WORKMEN'S COMPENSATION
G 5.3.2	COMPREHENSIVE GENERAL LIABILITY LIMITS
G 5.3.3	AUTO AND/OR TRUCK LIABILITY
G 5.3.4	OWNER'S PROTECTIVE POLICY
G 5.3.5	SPECIAL INSURANCE REQUIREMENTS
G 5.3.6	EVIDENCE OF INSURANCE
G 5.3.7	COMPLETE OPERATIONS COVERAGE
G 6.2	CONTRACTOR'S REPRESENTATIVE ALWAYS PRESENT
G 6.3	OVERTIME WORK
G 6.3.1	RECORDS-EMPLOYMENT PREFERENCE-INSURANCE
G 6.3.2	(NOT IN CONTRACT)
G 6.7.1	EQUIVALENT QUALITY
G 6.8.1	SUBCONTRACTING
G 6.8.2	APPROVAL OF SUBCONTRACTORS
G 6.14.3	COMPLIANCE WITH ALL LAWS
G 6.14.4	PATENT RIGHTS AND INFRINGEMENT
G 6.20.4	NOTICE FOR WORK NEAR GAS MAINS AND OTHER UTILITIES
G 6.29.1	RATE OF PROGRESS
G 6.30	RISKS AND INDEMNIFICATIONS ASSUMED BY CONTRACTOR
G 9.4.1	DRAWINGS MAY BE SUPPLEMENTED
G 9.11.1	DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES
G 11.1.1	ENGINEERING CHARGES
G 12.0	TIME EXTENSIONS
G 12.3.1	TIME OF ESSENCE
G 14.0	COMPENSATION - NON-DIRECT PAYMENT ITEMS
G 14.2.1	ESTIMATES AND PAYMENTS
G 14.4	PROGRESS PAYMENTS
G 14.15.1	ACCEPTANCE OF WORK BY OWNER NOT A WAIVER OF CONTRACT
G 17.2.3	TIME OF COMPLETION
G 18.1	MANDATORY AFFIRMATIVE ACTION LANGUAGE - CONSTRUCTION CONTRACTS
G 18.2	MINIMUM WAGE RATES
G 18.3	CERTIFIED PAYROLL RECORDS
G 19.0	AMERICANS WITH DISABILITIES ACT REQUIREMENTS

STATE OF NEW JERSEY WAGE RATE DETERMINATION

### **SECTION G. SUPPLEMENTARY CONDITIONS**

# G 0.2 INTRODUCTION

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

# **G 1.1 DEFINITIONS**

Definitions contained in the General Conditions Article F.1.1 are supplemented with the following additional definitions.

<u>SURETY</u> - The corporate body which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the Owner against all claims for damages.

<u>INSPECTOR</u> - The representative of the Engineer designated to observe the work for which these specifications are intended.

<u>TESTING LABORATORY</u> - A laboratory selected by the Owner for the inspection and testing of materials.

MANUFACTURER - Shall be the manufacturer of the equipment specified.

<u>STANDARD SPECIFICATIONS</u> - The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2007, as supplemented, superseded and/or clarified by the Contract Documents.

<u>SOIL EROSION STANDARDS</u> - The "Standards for Soil Erosion and Sediment Control in New Jersey" adopted June 14, 1972, by the New Jersey State Soil Conservation Committee, as amended and supplemented to date.

# G 2.3 NOTICE TO BEGIN WORK

Article F 2.3 of the General Conditions is amended as follows.

The Contractor shall start work on or before the date specified herein or if no date is so specified, within ten (10) days of the mailing of the Notice to Proceed by the Owner to the Contractor directing him to proceed with work.

# G 2.5.1 <u>DIMENSIONS</u> - Addition to General Conditions Article F 2.5

Figured dimensions on the Contract Drawings shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought immediately to the attention of the Engineer, and his decisions thereon shall be final.

# G 2.6.4 BREAKDOWN COSTS OF LUMP SUM ITEMS - Addition to General Conditions Article F 2.6

Before the preparation of the first estimate, the Contractor shall submit for the Engineer's approval a schedule of values of all lump sum bid items into a series of minor subdivisions in the manner to be approved by the Engineer and for the sole purpose of determining the estimates of work done for partial payments.

Revisions to the schedule, if required, shall be furnished acceptable to the Engineer prior to consideration for partial payment.

# G 3.1.1 WORK REQUIRED BY THE CONTRACT DOCUMENTS - Addition to General Conditions Article F 3.1

The Contract Documents require the furnishing of all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies and other means of construction necessary or proper for performing and completing the work. In general the completed work shall consist of the improvements and appurtenances completely installed, successfully tested and in "ready to operate" condition.

The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property, and to the satisfaction of the Engineer, and in strict accordance with the

Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

Detailed specifications for materials, equipment, workmanship and all items pertaining to a particular part of the work may be found under those parts of the Contract describing the work to be done and the methods of measurement and payment for the various Bid Items.

All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of the like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

# G 5.1 <u>SECURITY FOR FAITHFUL PERFORMANCE & FOR LABOR AND MATERIALS PAYMENTS</u> - Supplement to General Conditions Article F 5.1

Simultaneously with this delivery of the executed contract the successful bidder must deliver to the Owner an executed bond covering:

- 1. The faithful performance of the Contract and in an amount equal to one hundred percent (100%) of the contract amount as awarded.
- 2. The payment of all obligations arising under the Contract in an amount equal to 100% of the contract as awarded.

The bond or bonds must be prepared in a satisfactory form and having as surety thereon such surety company or companies as are acceptable and approved by the Owner, and as are authorized to transact business in this State. Copies of the bonds shall be sent to the Engineer at the time of submission to the Owner.

# G 5.3 <u>COMPENSATION AND LIABILITY INSURANCE</u> - Supplement to General Condition Article F 5.3

If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy become unsatisfactory, the contractor shall promptly obtain a new policy, and submit the same to the Owner for approval and/or submit certificate thereof as required. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the Owner, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the Contract nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the amounts stated hereinafter.

It is understood that the term "Owner" shall be deemed to include all authorities, boards, bureaus, commissions, divisions, districts, departments and offices of the Owner and the individual members thereof in their official capacities.

The insurance payable under these policies shall be applied by the Company first, to the protection of the Owner and the remainder, if any, to the other named insureds.

In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.

Amounts of Insurance required shall not be less than the amounts shown below and certificates, or full copies of policies must be furnished as noted below. IF THE CONTRACTOR WILL DEPEND ON UMBRELLA/EXCESS LIABILITY COVERAGE TO MEET THE REQUIRED COVERAGE AMOUNTS THEN A WRITTEN STATEMENT FROM THE CARRIER IS REQUIRED INDICATING THAT SAID UMBRELLA/EXCESS LIABILITY COVERAGE EXTENDS TO ALL FORMS OF LIABILITY COVERAGE LISTED.

# G 5.3.1 WORKMEN'S COMPENSATION - CERTIFICATE REQUIRED.

Coverage A - New Jersey Statutory

Coverage B - Unlimited

# G 5.3.2 COMPREHENSIVE GENERAL LIABILITY LIMITS - CERTIFICATE REQUIRED

including explosion, collapse, underground utilities, contractual, independent contractors, and completed operations coverage.

SPECIAL NOTE: IF THE TERMS OF THE PROPOSAL WAIVE THE REQUIREMENT FOR "OWNER'S PROTECTIVE POLICY" (SEE ARTICLE G 5.3.4), THEN THE OWNER AND ENGINEER SHALL BE NAMED CO-INSURED PARTIES ON THE CONTRACTOR'S INSURANCE POLICIES REQUIRED UNDER ARTICLES G 5.3.1, G 5.3.2, G 5.3.3, AND G 5.3.5.

### PROPERTY DAMAGE

for any one accident	\$500,000
for all accidents	\$1,000,000

# **PUBLIC LIABILITY**

for any one person	\$2,000,000
for any one accident	\$5,000,000

# G 5.3.3 AUTO AND/OR TRUCK LIABILITY - CERTIFICATE REQUIRED.

# AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE

for any one accident	\$500,000
for all accidents	\$1,000,000

# AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person	 \$2,000,0	000

# G 5.3.4 OWNER'S PROTECTIVE POLICY - ORIGINAL POLICY REQUIRED.

# REQUIRED UNLESS THE TERMS OF THE PROPOSAL INDICATE OTHERWISE

NAMED INSURED - Owner, as identified in the Proposal and Agreement

CO-INSURED - Utilities Engineer, as identified in the Proposal and Agreement

# PROPERTY DAMAGE

one accident	\$500,000
all accidents	\$1,000,000

# **PUBLIC LIABILITY**

one accident	\$1,000,000
all accidents	\$2,000,000

# AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE LIABILITY

for any one accident	\$500,000
for all accidents	\$1,000,000

# AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person	\$2,000,000
for any accident	\$5,000,000

# **G 5.3.5 SPECIAL INSURANCE REQUIREMENTS -**

# CERTIFICATE REQUIRED.

Builder's Risk/ - One Hundred (100%) Percent of the Contract
 Installation Floater
 Value with deductable no more than \$10,000

# CERTIFICATE REQUIRED (where applicable) -

Marine Work - Longshoremen's & Harbor

- Workers Endorsement, or Maritime

Endorsement

2. Railroad Protective - Insurance Requirements Equal to

that of the required by Railroad

# **G 5.3.6 EVIDENCE OF INSURANCE**

The contractor shall file with the Owner and Engineer before commencing work under this contract, Certificates of Insurance, or policies where required, which certificates shall bear the following information:

- Name and address of the insured.
- 2. Title and location of the operations to which the insurance applies.
- 3. The number of the policy and the type or types of insurances in force thereunder on the date borne by such certificates.
- The expiration date of policy and the limit or limits of liability thereunder on the date borne by such certificate.
- A statement that the insurance of the type afforded by the policy applies to all of the operation on and at the site of the project which are undertaken by the insured during the performance of his contract or subcontract.
- 6. <u>A STATEMENT INDICATING THAT THE OWNER AND THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE ARE NAMED CO-INSURED PARTIES.</u>
- 7. A statement as to the exclusions of the policy, if any.
- 8. A statement showing the method of cancellations provided for by the policy. If cancellations may be affected by the giving of notice to the insured by the insure, the policy shall provide for the lapse of such number of days following the giving of such notice that in the ordinary course of transmission the insured will have actually received such notice at least thirty (30) days before the cancellation becomes effective. Notice of cancellation shall also be delivered to Owner and Engineer not less than thirty (30) days prior to such lapse or termination.

### **G 5.3.7 COMPLETE OPERATIONS COVERAGE**

shall be provided on all Contracts.

# G 6.2 CONTRACTOR'S REPRESENTATIVE ALWAYS PRESENT.

Supplement to General Conditions Article F 6.2

The Contractor shall give his personal supervision to the faithful prosecution of the work, and in case of his absence, shall have a competent, experienced and reliable foreman or superintendent, acceptable to the Owner, on the site, who shall follow without delay all instructions of the Owner or the Engineer or their assistants in the prosecution and completion of the work and every part thereof, with full authority to supply men, material, and equipment immediately. Incompetent, inexperienced, unreliable, unruly, uncooperative and/or otherwise unacceptable superintendents or foremen shall be promptly removed and acceptably replaced as ordered by the Engineer.

# G 6.3 OVERTIME WORK

Supplement to General Conditions Article F 6.3

Unless otherwise especially permitted, or specifically required by the Contract Documents, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or any legal holiday, except as necessary for the proper care and protection of work already performed. If it shall become absolutely necessary to perform overtime work, the Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. Except for emergencies, no work requiring inspections shall be completed before 8 A.M. or after 4:30 P.M. without prior approval of the Engineer.

# G 6.3.1 RECORDS-EMPLOYMENT PREFERENCE-INSURANCE

Supplement to General Conditions Article F 6.3

The Contractor shall provide statutory benefits, workmen's compensation, unemployment insurance and social security.

The Contractor and subcontractor, if any there be, shall keep the following informative records of this public work project:

- a. Record of hours worked by each workman, laborer and mechanic on each day.
- b. Record of days worked each week by each workman, laborer and mechanic.
- c. Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- d. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The Contractor and subcontractors shall keep a record of the actual hours each day that the major items of equipment are used on the work. This will include compressors, shovels, bulldozers, rollers, derricks, cranes, pile drivers, concrete mixer, tugboats, scows, drill boats, and other craft, pumps etc. This list shall be kept available for inspection by the Engineer, and a certified copy shall be submitted to the Engineer if so required prior to the preparation of any estimate for payment.

Insurance against accident for all persons employed shall be as provided by the Workman's Compensation Law of the State of New Jersey.

Each Contractor and subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New Jersey, native born citizens or naturalized, and, in the case of naturalization, the date thereof, and the name of the court in which granted.

# G 6.3.2 (NOT IN CONTRACT)

# **G 6.7.1 EQUIVALENT QUALITY**

Supplement to General Conditions Article F 6.7.1

Wherever, in the Contract Documents, an article, material, apparatus, product or process is specified in detail or called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall inform the Engineer prior to ordering such substitutes along with the amount of the credit he proposes to allow for the substitution. No substitutions will be evaluated prior to, or at the time of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall state in his bid, in the place provided for it, the name of the substitute item and manufacturer and the amount of credit he proposes to allow for the substitution. <a href="https://example.com/thesa

The Successful Bidder/Contractor shall furnish such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purposes for which it is intended. The Contractor shall set forth the reasons for desiring to make this substitution.

The Engineer shall be the sole and final authority in the determination of the Equivalent Quality of any and all proposed substitutes.

It is the <u>INTENT OF THESE PROVISIONS</u> that savings made possible by an acceptable substitution shall accrue equally to the benefit of the Owner and Contractor, and the proposed credit must therefore reflect the actual delivered cost difference to the Contractor, as a minimum. This provision shall apply unless specifically altered by the form of the proposal.

Comparison of bids will be on the base bid <u>REQUESTED BY THE OWNER</u> and in accordance with Article B3.4 - Basis of Award found elsewhere in these specifications. The Bidder is specifically alerted to the fact that failure of the Engineer to approve a Contractor requested substitution shall not be the basis for any increase in contract amount and by virtue of the submission of a bid acknowledges that he is specifically familiar with this article of the Contract.

# **G 6.8.1 SUBCONTRACTING**

The General Conditions Article F 6.8.1 is supplemented as follows:

The Contractor shall not subcontract any part of the work included under this Contract without the previous written consent of the Owner. In making application for subcontracting the portion of the work, the Contractor, in accordance with the Proposal, shall state in writing, the portion of the work which each subcontractor is to do or the material he is to furnish, his place of business, and such other information which may be required in order to ascertain whether such subcontractor is responsible, reliable, and able to perform the work or to furnish the materials as called for in the Specifications. Subcontracting, if permitted, shall not relieve the Contractor of any of his obligations under this Contract. Supervision by an expert from a manufacturer does not require approval by the Owner.

The Contractor is required to furnish and the subcontractor shall be required to read the entire specifications and examine every Contract plan before entering into any agreement. Neither the Contractor nor a subcontractor shall file any claims or the Owner accept such claims based upon any misunderstandings of what work he shall do, what materials he must furnish, or how he shall perform the work.

Nothing contained in this Contract shall create any contractual relations between any subcontractor and the Owner.

Within thirty (30) days, and prior to additional payments by the Owner, after any Contractor receives payment for the work performed under this Contract, he shall pay each subcontractor the amount allowed the Contractor for and on account of the work performed by the subcontractor to the extent of the subcontractor's interest therein.

# **G 6.8.2 APPROVAL OF SUBCONTRACTORS**

Supplement to General Conditions Article F 6.8.2

The Contractor shall furnish the Owner and Engineer with a complete list of any and all subcontractors, and suppliers of principal items of equipment, he intends to use in completing the work of the project in accordance with the Proposal, including full name, address, telephone number, list of principals, experience record, scope of subcontract, and subcontract amount for approval. If any subcontractor or supplier shall be rejected because same, or a principal of same, is currently on the State of New Jersey list of debarred contractors and suppliers, then the Change Order cost adjustment related to the Contractor providing an acceptable replacement, or doing the subject work himself, shall not apply. The contractor shall not be entitled to any increase in contract price for the replacement of any rejected subcontractor. Any changes or replacement of approved subcontractors during the contract time shall also be subject to the approval of the Owner and Engineer.

# **G 6.14.3 COMPLIANCE WITH ALL LAWS**

Addition to General Conditions Article F 6.14

The Contractor shall keep himself informed and shall comply with all Federal, State and local laws or ordinances as may apply.

Special attention is called to paragraphs of this Contract under Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security, Records-Employment-Preference-Insurance-Assignment of Contract, and to the applicable provisions of the Labor Laws, the Public Health Laws, and the Lien Laws, the Workmen's Compensation Laws, the State Unemployment Insurance Laws, the Federal Social Security Laws, and any and all rules and regulation promulgated by the State of New Jersey, any applicable Federal Law, rule or regulation, any local laws, ordinances, resolutions or regulations of the Owner and all amendments and additions thereto.

# **G 6.14.4 PATENT RIGHTS AND INFRINGEMENT**

Within these specifications, the requirement of performance criteria and/or certain products or services may be covered by existing patents. Bidders are responsible for ascertaining that means and methods of the products and services which they are providing are not being provided in violation of any such patent rights.

The Contractor shall hold harmless, the Owner, as to any violation to include dollar amounts that could be owing as a result of damages for infringement including potential treble damages as provided under U.S. Patent Law.

The Contractor shall bear responsibility for any and all costs that the Owner incurs in replacing materials and services which are determined to infringe on patent rights, including any and all administrative, legal and other costs incurred as a result of an infringement.

If any product or service proposed to be provided by the Bidder is known by the Bidder to be subject to any existing claims of infringement, the Bidder shall notify the Owner of such claim and provide evidence of financial ability to perform on the above hold harmless requirements.

# G 6.20.4 NOTICE FOR WORK NEAR GAS MAINS AND OTHER UTILITIES

Addition to General Conditions Article F 6.20

The Contractor is required to notify utility companies or municipal owners when construction or blasting or drilling is to be done near pipes conveying combustible gas. The Contractor shall also give ample notice to all private, corporate or municipal owners before work is to be done near any utility or underground facility.

# G 6.29.1 RATE OF PROGRESS

Addition to General Conditions Article F 6.29

If in the opinion of the Engineer, the rate of progress appears at any time to be insufficient to enable the work to be completed within the time specified, he may order the Contractor to speed the prosecution of his work by supplying additional men, materials, and equipment, by following different methods of construction, or otherwise. Failure of the Engineer to so order the Contractor shall not relieve the Contractor from his obligation to complete the work within the time specified, nor shall compliance with the order subject the Owner to claim for extra compensation.

# G 6.30 RISKS AND INDEMNIFICATIONS ASSUMED BY CONTRACTOR

Supplement to General Conditions Article F 6.30

The Contractor shall be the insurer of the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Owner, of the Engineer, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Owner, subsequent to the acceptance of his proposal:

- The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
- 2. The risk of injuries or damages, direct or consequential, to the Owner, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.
- 3. The risk of claims and demands, just or unjust, by third persons against the Owner, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Owner or any of its employees or agents. The Contractor shall indemnify the Owner, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefor shall release the Contractor from his obligation under this Article, provided, however, that the risks and indemnifications assumed by the Contractor shall not insure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this Contract.

# **G 9.4.1 DRAWINGS MAY BE SUPPLEMENTED**

Addition to General Conditions Article F 9.4

The Contract Drawings may be supplemented from time to time by the Engineer and/or as the work progresses, by the Contractor, subject to approval by the Engineer, and as may be required to illustrate the work.

Supplementary drawings when issued by the Engineer will be furnished to the Contractor or Contractors affected by such drawings.

Supplementary drawings when issued by the Contractor shall, after approval by the Engineer, be furnished in sufficient quantity to those other Contractors, if any there be, who in the opinion of the Engineer are affected by such drawings at no additional cost to the Owner.

### **G 9.11.1 DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES**

Addition to General Conditions Article F 9.11

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with, or is not required by the terms and provisions of this Contract, he must promptly within five (5) calendar days after being directed to perform such work, notify the Engineer in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply.

In order, however, to preserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Engineer's determination and direction notify the Engineer, in writing, that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages thereof.

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Engineer an itemized statement setting forth in detail the hours, rates, amounts, etc., of the labor, material, equipment and other costs of such damages

incurred during the preceding month, and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by duly appointed representative of the Owner, all his books of accounts, bills, invoices, payrolls, sub-contracts, timebooks, daily records, canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself, his agents, servants and employees for examination under oath by any duly appointed representative designated by the Owner to investigate claims made against the Owner. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, his agents, servants, and employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this contract, the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the Owner to recover any sum in excess of the sums certified by the Engineer to be due under or by reason of this contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

The making and acceptance of final payment will constitute a waiver of all claims by contractor against Owner other than those previously made in writing and still unsettled. Before the final acceptance of the work by the Owner, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor, until the matter in question has been adjusted.

### **DISPUTE RESOLUTION**

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 4OA: 1 1-41.1 as follows:

- 1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
- 2. Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by 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. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
- 3. 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.
  - 4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

# **G 11.1.1 ENGINEERING CHARGES**

Added to General Conditions Article F 11.1

When the work embraced in the Contract is not completed within the contract time, engineering and inspection expenses incurred by the Owner upon the work from the completion date originally fixed in the Contract after taking into consideration any approved time extensions, to the final date of completion of the work and or overtime expenses for inspection after or before established work hours, may be charged to the Contractor and be deducted from the final moneys due the Contractor. Extra work or supplemental contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration of the Owner before assessing engineering and inspection charges against the Contractor. Such deduction may be in addition to deductions for Liquidated Damages.

# **G 12.0 TIME EXTENSIONS**

Addition to General Conditions Article F 12

The Engineer reserves the right to suspend the work wholly or in part for such a period or periods as he may deem necessary, when in his opinion weather or other circumstances or conditions are unsuitable for the proper prosecution of the work.

In addition, the Contractor may, of his own volition, re-question the right to suspend work for reasons of a long period of inclement weather, for delays beyond his control in obtaining key material and equipment or otherwise. The Engineer may permit such suspension subject to the approval of the Owner or may reject the Contractor's application and direct him to proceed with the work.

If, due to a continuation of unsatisfactory weather or other conditions, it becomes necessary to close the work, the Contractor shall at his own sole cost and expense perform such incidental work as may be required to protect the work already completed and to provide means for the full and safe use of the area involved in his operations.

An extension of time of completion may be considered provided that in the opinion of the Engineer, work of other Contractors in adjacent areas or work of public utility corporations and other public or private parties or other valid causes have <u>ACTUALLY DELAYED</u> or will delay completion and further provided that the Contractor has diligently complied with those sections of the Contract Documents governing the progress of the work and cooperation with other Contractors. No allowance will be recommended for ordinary delays incident to work of this character. No claims for extension of time will be considered unless the Contractor shall have filed either a written claim or a written notice of intent to make such claim within thirty (30) calendar days after the start of the condition or cause upon which said claim is based.

The Owner will be the final judge of the validity of claims for time extensions, and the time granted, if any, will be that period that the Owner considers as an actual delay sufficient to cause the postponement of the completion of this Contract. The time extension granted may not coincide with the number of days requested by the Contractor for that particular item because there may be other items of work under construction at the same time on which claims merit similar consideration. In other words, concurrent delays will not be allowed in full by the Owner.

Time extensions when and if allowed by the Owner will be in lieu of money damages, and if accepted by the Contractor, automatically gives the Owner and Engineer due notice of the intent of waiving all claims for money damages.

# **G 12.3.1 TIME OF ESSENCE**

Addition to General Conditions Article F 12.3

Inasmuch as the provision of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence in the contract. <u>TIME IS OF THE ESSENCE OF THIS CONTRACT.</u>

# **G 14.0 COMPENSATION - NON-DIRECT PAYMENT ITEMS**

Addition to General Conditions Article F 14

No direct payment will be made for work done or materials furnished to comply with the requirements of the General Conditions or the Information for Bidders or any other general section of these specifications (except where expressly stated elsewhere), but all compensation shall be considered to have been included in the prices bid for the various bid items.

# G 14.2.1 ESTIMATES AND PAYMENTS

The following is added to General Conditions Article F 14.2

The Contractor may, from time to time as the work progresses but not more often than once a month, on such days as the Owner may fix, make an approximate estimate in writing to the Engineer such as in the Engineer's opinion shall be just and fair, of the amount and value of the work done and materials incorporated into the work since the commencement of the Contract by the Contractor in his performance of the same. At the option of the Engineer allowances may be included in such estimates for material delivered and properly stored on the site preparatory to use in the work. Allowances for such material shall not exceed ninety (90) percent of the cost of the material but such percentage up to this limit shall be at the sole discretion of the Engineer. The Engineer shall and will review the Contractor's estimate, and when verified to be just and fair shall approve same for payment by the Owner.

The amount of any estimate, based upon the unit prices contained in the proposal and including any allowance for approved extra work less a fixed percentage retained and less the total sum previously paid on former estimates shall constitute the payment due and to be made to the Contractor within a reasonable time after the date of such estimate (except in case of Final Estimate). On all estimates except the final, the fixed percentage retained shall be in accordance with N.J.S.A. 40A:11, such retained amounts being held until the final estimates except as hereafter provided.

Per N.J.S.A. 40A:11, the New Jersey Local Public Contracts Law, and particularly N.J.S.A. 40A:11-16.1 and 40A:11-16.3, maximum of two percent (2%) withheld from the amount due on partial (progress) payments pending completion of the contract or agreement.

Any estimate shall be subject to correction in any succeeding estimate.

The final estimate will be prepared after the work has been tested and approved by the Engineer as required elsewhere herein and after acceptance has been given by the Owner.

The final payment due under the contract will be held for a period of seventy-five (75) days after the project's acceptance for purposes of the Municipal Mechanics Lien Law.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and this determination as to the quantities involved in the contract shall be accepted as final, conclusive, and binding upon the Contractor. However, the Contractor may check such measurements if he so desires.

An increase or decrease in quantity for any unit price item of the proposal shall not be regarded as a sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work.

For computation of the quantities to be paid for under the various items of this contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

Retainage through the course of the project progress payments is limited to two percent (2%) and same will be released to the Contractor upon completion of all the requirements and terms of the contract agreement.

If required in the Proposal, the Contractor shall provide a Maintenance Guarantee Bond in the length of term and amount stated commencing the date of final project acceptance by the Owner and issued by a surety acceptable to the Owner; having the same qualifications as the sureties required on the Bid Bond, Performance and Labor and Materials Payment Bond; and conforming with the requirements of General Conditions F 5.1, F 5.2.

Release of the Maintenance Guarantee Bond less whatever expenditures that may have been necessary by the Owner for and incidental to repairs or replacements shall be made at the expiration of the term of said bond.

# **G 14.4 PROGRESS PAYMENTS**

The third section of Paragraph 14.4 General Conditions shall be modified as follows:

"The Owner shall, within seventy-five (75) days of presentations to him of an approved application of payment, with the exception of the application for final payment, pay the contractor the amount approved by the Engineer.

The Contractor shall submit up-to-date Monthly Project Workforce Reports in accordance with Section B 2.12, Article 2.(D) and Section G 18.1 requirements and certified payroll records in accordance with Section G 18.3 requirements. Such reports and records shall be current as of the date of the request for payment or the Owner will withhold such progress or final payments until such time as the Contractor complies."

### G 14.15.1 ACCEPTANCE OF WORK BY OWNER NOT A WAIVER OF CONTRACT

General Conditions Article F 14.15 is supplemented as follows:

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate of the Engineer, or any officer, agent or employee of the Owner, nor any extension of time, nor any possession taken by the Owner, nor any permission or direction to continue with the performance or work, nor any performance by the Owner of any of the Contractor's duties or obligations, nor any other thing done or omitted to be done by the Owner, its officers, agents or employees, shall be deemed to be a waiver of any provision of this

Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, <a href="EXCEPTING ONLY A RESOLUTION BY THE OWNER PROVIDING EXPRESSLY FOR SUCH WAIVER">EXCEPTING ONLY A RESOLUTION BY THE OWNER PROVIDING EXPRESSLY FOR SUCH WAIVER</a>. No cancellation, revision, or annulment hereof in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Owner may be entitled because of such breach. Moreover no waiver by the Owner of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

# **G 17.2.3 TIME OF COMPLETION**

Addition to General Conditions Article F 17.2

All work (except such items as specifically ordered or permitted by the Engineer in writing to be done at a later date) called for under the provisions of this Contract shall be completed within the number of consecutive calendar days or working days stated in the proposal, after the time of starting set forth in Articles F 2.3 and G 2.3.

# G 18.1 MANDATORY AFFIRMATIVE ACTION LANGUAGE - CONSTRUCTION CONTRACTS

(REVISED 9/07)

**EXHIBIT B** 

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

#### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, nationality or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of 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 applicable employment goal prescribed by N.J.A.C. I7:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater

than the applicable employment goal established in accordance with N.J.A.C. I7:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- 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 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:
- (I) To notify the public agency compliance officer, the Division, 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 until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) 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 Division.
- (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 Division and submitted promptly to the Division 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter IO of the Administrative Code (NJAC 17:27).

# G 18.2 MINIMUM WAGE RATES

The Contractor and all subcontractors shall pay to all laborers, mechanics, operators, and etc. employed for the construction covered by this Contract not less than the minimum prevailing rates of pay and benefits as determined by the New Jersey Department of Labor and Industry. A copy of these rates is included in the back of this section. The Contractor is responsible to comply with the regulations of the Department of Labor and Industry and shall provide that Department with the information required. Upon award of the Contract, the Contractor shall request from the Engineer a copy of the prevailing wage rates which is to be posted in a prominent and easily accessible place at the site of the work or at such places as are used to pay workmen their wages.

In addition, and <u>ONLY IF THE PROJECT IS PARTIALLY OR TOTALLY FUNDED WITH FEDERAL FUNDS</u>, the Contractor and all subcontractors, agree to pay all laborers, and etc. employed for the work of this Contract not less than the minimum prevailing rates of pay and benefits as determined by the Federal Government applicable to the general location of the project.

Prevailing minimum wage rates applicable to this project are incorporated in these documents in the back of this section and form a part of the Contract Agreement.

# **G 18.3 CERTIFIED PAYROLL RECORDS**

The Contractor and all subcontractors shall comply with all provisions of <u>N.J.A.C.</u> 12:60-1 et seq. and specifically the public work employers (Contractors and subcontractors) shall submit to the Owner certified payroll records each payroll period within 10 days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested to by the employer, or the Owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer."

The Owner shall then receive, file and store, in a depository of their choice, said certified payroll records and shall make said records available for inspection during normal business hours.

A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor, Division of Workplace Standards at (609) 292-2283.

# G 19.0 AMERICANS WITH DISABILITIES ACT OF 1990 - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

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

The contractor and the Borough of Highlands, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.



#### 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 <u>wage</u> rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice <u>benefit</u> 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.

1/12/2024 Page 1 of 80

#### 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 <a href="https://www.nj.gov/labor">www.nj.gov/labor</a> (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.

1/12/2024 Page 2 of 80

#### **County - BURLINGTON**

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/23
Journeyman (Mechanic)	W44.23
	B28.63
	T72.86

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.

1/12/2024 Page 3 of 80

#### **County - BURLINGTON**

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

1/12/2024 Page 4 of 80

**County - BURLINGTON** 

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.

1/12/2024 Page 5 of 80

**County - BURLINGTON** 

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 following Monday.

1/12/2024 Page 6 of 80

#### **County - BURLINGTON**

Craft: Bricklayer, Stone Mason PREVAILING WAGE RATE

	06/01/23
Deputy Foreman	W51.00
	B36.28
	T87.28
Foreman	W55.75
	B36.28
	T92.03
Journeyman	W48.00
-	B36.28
	T84.28
I	I

Craft: Bricklayer, Stone Mason APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
6 Months	40%	50%	55%	60%	65%	70%	75%	80%				
Benefits	4.00	5.00	5.50	6.00	24.29	26.00	27.73	29.43				

### Ratio of Apprentices to Journeymen - 1:5

# Craft: Bricklayer, Stone Mason COMMENTS/NOTES

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

# SHIFT DIFFERENTIALS:

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

# OVERTIME:

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

1/12/2024 Page 7 of 80

# **County - BURLINGTON**

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

1/12/2024 Page 8 of 80

#### **County - BURLINGTON**

Craft: Carpenter PREVAILING WAGE RATE

	05/04/23
Foreman	W62.72 B37.56 T100.28
Journeyman	W54.54 B32.73 T87.27

Craft: Carpenter APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%						
Benefit	59% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.56				

#### Ratio of Apprentices to Journeymen - 1:3

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

Craft: Carpenter COMMENTS/NOTES

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

INTERVAL PERIOD AND RATES Yearly 40% 55% 65% 80%

Benefits 59% of apprentice wage rate for all intervals + \$0.56

#### FOREMAN REQUIREMENTS:

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

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

# SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

1/12/2024 Page 9 of 80

# **County - BURLINGTON**

- 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.

1/12/2024 Page 10 of 80

#### **County - BURLINGTON**

Craft: Carpenter - Resilient Flooring PREVAILING WAGE RATE

	05/04/23
Foreman	W62.72 B37.47 T100.19
Journeyman	W54.54 B32.64 T87.18

Craft: Carpenter - Resilient Flooring APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	40%	55%	65%	80%	90%							
Benefit	59% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.47					

### Ratio of Apprentices to Journeymen - \*

#### Craft: Carpenter - Resilient Flooring

#### COMMENTS/NOTES

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

#### INTERVAL PERIOD AND RATES

Yearly 40% 55% 65% 80%

Benefits 59% of apprentice wage rate for all intervals + \$0.47

#### FOREMAN REQUIREMENTS:

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

#### FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

1/12/2024 Page 11 of 80

<sup>\*</sup> Ratio is 1 apprentice to 2 journeymen. No more than 3 apprentices may be on any 1 project.

# **County - BURLINGTON**

time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

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

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

1/12/2024 Page 12 of 80

#### **County - BURLINGTON**

**Craft: Carpenter-Residential Construction** 

PREVAILING WAGE RATE

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

Craft: Carpenter-Residential Construction

#### APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

**Craft: Carpenter-Residential Construction** 

**COMMENTS/NOTES** 

#### FOREMAN REQUIREMENTS:

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

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

# RESIDENTIAL CONSTRUCTION:

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

#### SHIFT DIFFERENTIALS:

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

1/12/2024 Page 13 of 80

## **County - BURLINGTON**

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.

1/12/2024 Page 14 of 80

County - BURLINGTON

Craft:	Cement Mason	PREVAILING WAGE RATE
	See " Bricklayer, Stone Masc	on" Rates
Craft:	Cement Mason	COMMENTS/NOTES
***See	" Bricklayer, Stone Mason" Rates	S

1/12/2024 Page 15 of 80

### **County - BURLINGTON**

Craft: Commercial Painter PREVAILING WAGE RATE

	05/02/23
Foreman	W48.02
	B29.51
	T77.53
General Foreman	W52.38
	B29.51
	T81.89
Journeyman	W43.65
-	B29.51
	T73.16
I .	I

Craft: Commercial Painter APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.85	8.85	11.25	11.25	12.30	12.30	15.10	15.10		

## Ratio of Apprentices to Journeymen - 1:4

## Craft: Commercial Painter COMMENTS/NOTES

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

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

#### FOREMEN REQUIREMENTS:

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

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

### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

1/12/2024 Page 16 of 80

County - BURLINGTON

Veterans' Day, Thanksgiving Day, Christmas Day.

1/12/2024 Page 17 of 80

### **County - BURLINGTON**

Craft: Diver PREVAILING WAGE RATE

	05/02/23
Diver	W58.41 B41.89 T100.30
Tender	W46.73 B41.89 T88.62

Craft: Diver APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
1500 hours	70%	75%	80%	85%						
Benefit	30.24	31.25	32.23	33.25						

## Ratio of Apprentices to Journeymen - 1:4

Craft: Diver COMMENTS/NOTES

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

- Diver- will perform all Dive related tasks at hand.
- Tender- will provide Tending support to the in water Diver and who may also be designated as a Standby Diver .

Diving in Contaminated Water (including, but not limited to, radioactively contaminated water, sewer effluent combined sanitary and storm sewers, or any environment known to be harmful to those with skin contact): Shall receive an additional 20% of the hourly rate.

### **OVERTIME:**

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

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

1/12/2024 Page 18 of 80

### **County - BURLINGTON**

Craft: Dockbuilder/Pile Driver PREVAILING WAGE RATE

	05/02/23
Foreman	W56.08 B41.89 T97.97
Journeyman	W46.73 B41.89 T88.62

Craft: Dockbuilder/Pile Driver APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefits	24.51	26.53	29.34	32.29						

## Ratio of Apprentices to Journeymen - 1:3

#### Craft: Dockbuilder/Pile Driver COMMENTS/NOTES

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

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

### Creosote Handling:

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

## 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:

1/12/2024 Page 19 of 80

## **County - BURLINGTON**

- 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.

1/12/2024 Page 20 of 80

### **County - BURLINGTON**

Craft: Drywall Finisher PREVAILING WAGE RATE

	05/02/23
Foreman	W47.17
	B29.54
	T76.71
General Foreman	W49.31
	B29.54
	T78.85
Journeyman	W42.88
	B29.54
	T72.42

Craft: Drywall Finisher APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	11.45	Intervals	3 to 4 =	14.33	Intervals	5 to 6 =	18.04	

## Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher COMMENTS/NOTES

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

## SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

1/12/2024 Page 21 of 80

### **County - BURLINGTON**

Craft: Electrician - North PREVAILING WAGE RATE

	01/01/24	07/01/24
Asst. General Foreman	W68.30	W70.45
	B45.49	B46.93
	T113.79	T117.38
Crane Operator, High	W62.58	W64.58
Voltage Splicer, Welder	B41.74	B43.05
	T104.32	T107.63
Foreman	W65.45	W67.55
	B43.62	B45.00
	T109.07	T112.55
General Foreman	W74.00	W76.35
	B49.23	B50.76
	T123.23	T127.11
Journeyman	W56.89	W58.71
	B38.02	B39.21
	T94.91	T97.92

Craft: Electrician - North APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	16.28	21.71	27.14	32.56	40.70					
Benefits	65.2% of	Apprentic	Wage	Rate	+ \$0.76					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - North COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 1-1-24:

INTERVAL PERIOD AND RATES

Yearly 17.07 22.76 28.45 34.13 42.67 Benefits 65.5% of Apprentice Wage Rate + \$0.76

APPRENTICE RATE SCHEDULE AS OF 7-1-24:

INTERVAL PERIOD AND RATES

Yearly 17.61 23.48 29.36 35.23 44.03 Benefits 65.5% of Apprentice Wage Rate + \$0.76

### FOREMAN REQUIREMENTS:

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

1/12/2024 Page 22 of 80

### **County - BURLINGTON**

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

#### SHIFT DIFFERENTIAL:

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

#### OVERTIME:

- The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked at straight time, Monday through Thursday or Tuesday through Friday.

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

### \*\* MUNICIPALITIES COVERED:

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

1/12/2024 Page 23 of 80

## **County - BURLINGTON**

Craft: Electrician - South PREVAILING WAGE RATE

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

Craft: Electrician - South APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	16.30	20.70	23.40	27.63	31.87					
Benefits	7.94	9.19	9.95	11.16	12.36					

## Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - South COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

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

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

FOREMAN REQUIREMENTS (number of Electricians on site):

(2 to 10) - a Working Foreman; (11 to 22) - a Foreman; (23 to 44) - a Lead

Foreman; (35 to 48) - an Assistant General Foreman; (49 or more) - a General Foreman.

1/12/2024 Page 24 of 80

## **County - BURLINGTON**

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

#### SHIFT DIFFERENTIALS:

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

## **OVERTIME:**

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

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

### \*\*MUNICIPALITIES COVERED:

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

1/12/2024 Page 25 of 80

### **County - BURLINGTON**

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

PREVAILING WAGE RATE

	05/02/23
Assistant General	W53.45
Foreman	B35.55
	T89.00
Foreman	W48.75
	B32.49
	T81.24
General Foreman	W55.59
	B36.95
	T92.54
Journeyman Technician	W42.76
	B28.59
	T71.35
Lead Foreman	W50.88
	B33.88
	T84.76
Working Foreman	W46.60
	B31.09
	T77.69

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

## APPRENTICE RATE SCHEDULE

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

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

#### **COMMENTS/NOTES**

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

## FOREMAN REQUIREMENTS:

1 to 10 workers- 1 Working Foreman

11 to 20 workers- 1 Working Foreman and 1 Foreman

21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman

31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman

41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman

51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman

61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman

71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman

81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman

91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

1/12/2024 Page 26 of 80

### **County - BURLINGTON**

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

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

### SHIFT DIFFERENTIAL:

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

## **OVERTIME:**

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

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

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

1/12/2024 Page 27 of 80

### **County - BURLINGTON**

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

PREVAILING WAGE RATE

	01/01/24	07/01/24
Assistant General	W68.30	W70.45
Foreman	B45.49	B46.90
	T113.79	T117.35
Foreman	W65.45	W67.45
	B43.62	B44.93
	T109.07	T112.38
General Foreman	W74.00	W76.35
	B49.23	B50.76
	T123.23	T127.11
Journeyman Technician	W56.89	W58.71
	B38.02	B39.21
	T94.91	T97.92
Lead Foreman	W65.45	W67.45
	B43.62	B44.93
	T109.07	T112.38
Working Foreman	W65.45	W67.45
	B43.62	B44.93
	T109.07	T112.38

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

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	16.28	21.71	27.14	32.56	40.70					
Benefits	65.2% of	Apprentic	Wage	Rate	+ \$0.76					

Ratio of Apprentices to Journeymen - 1:4

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

APPRENTICE RATE SCHEDULE AS OF 1-1-24:
INTERVAL PERIOD AND RATES
Yearly 17.07 22.76 28.45 34.13 42.67
Benefits 65.5% of Apprentice Wage Rate + \$0.76

APPRENTICE RATE SCHEDULE AS OF 7-1-24:
INTERVAL PERIOD AND RATES
Yearly 17.61 23.48 29.36 35.23 44.03
Benefits 65.5% of Apprentice Wage Rate + \$0.76

## NOTES:

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

1/12/2024 Page 28 of 80

### **County - BURLINGTON**

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

#### FOREMAN REQUIREMENTS:

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

#### HEIGHT WORK (40 feet above ground or floor):

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

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

### SHIFT DIFFERENTIAL:

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

## **OVERTIME:**

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

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

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

1/12/2024 Page 29 of 80

### **County - BURLINGTON**

Craft: Electrician - Teledata - South (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	05/02/23
Master Technician/Gen. Foreman (31+ Workers on job)	W51.90 B38.44 T90.34
Senior Technician/Lead Foreman (21-30 Workers on job) Technician A/Foreman (11-20 Workers on job)	W47.31 B36.98 T84.29 W45.18 B36.31 T81.49
Technician B/Working Foreman (4-10 Workers on job)	W43.92 B34.91 T78.83
Technician C/Journeyman (1-3 Workers on job)	W40.00 B32.66 T72.66

Craft: Electrician - Teledata - South (15 Voice/Data Lines & Less)

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.65	9.65	10.62	10.62	12.57	12.57	14.92	14.92		

Ratio of Apprentices to Journeymen - 2:3

### Craft: Electrician - Teledata - South (15 Voice/Data Lines & Less)

#### **COMMENTS/NOTES**

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

## FOREMAN REQUIREMENTS:

The number of electricians on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK: Any work performed 40 feet above ground or floor: +10% of the wage and benefit amount.

## SHIFT DIFFERENTIAL:

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

## OVERTIME:

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

1/12/2024 Page 30 of 80

## **County - BURLINGTON**

benefits.

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

=> See "Electrician - South" for the list of municipalities covered by these rates.

1/12/2024 Page 31 of 80

## County - BURLINGTON

Craft:	Electrician - Teledata - South (16 Instruments & More)	PREVAILING WAGE RATE
Craft:	Electrician - Teledata - South (16 Instruments & More)	COMMENTS/NOTES
***See	"Electrician - South" Rates***	

1/12/2024 Page 32 of 80

## **County - BURLINGTON**

## Craft: Electrician- Outside Commercial- North

## PREVAILING WAGE RATE

	01/01/24	07/01/24
Assistant General	W68.30	W70.45
Foreman	B44.91	B46.30
	T113.21	T116.75
Crane Operator, High	W62.58	W64.58
Voltage Splicer, Welder	B41.21	B42.51
	T103.79	T107.09
Foreman	W65.45	W67.55
	B43.07	B44.43
	T108.52	T111.98
General Foreman	W74.00	W76.35
	B48.60	B50.12
	T122.60	T126.47
Groundman, Truck &	W17.07	W17.60
Winch Operator- Level I	B11.79	B12.13
	T28.86	T29.73
Groundman, Truck &	W22.76	W23.48
Winch Operator- Level II	B15.47	B15.93
	T38.23	T39.41
Groundman, Truck &	W28.45	W29.36
Winch Operator- Level III	B19.15	B19.74
	T47.60	T49.10
Groundman, Truck &	W36.98	W38.16
Winch Operator- Level IV	B24.66	B25.71
	T61.64	T63.87
Groundman, Truck &	W45.51	W46.97
Winch Operator- Level V	B30.18	B31.12
	T75.69	T78.09
Heavy Equipment	W56.89	W58.71
Operator	B37.53	B38.71
	T94.42	T97.42
Journeyman Lineman	W56.89	W58.71
	B37.53	B38.71
	T94.42	T97.42

1/12/2024 Page 33 of 80

### **County - BURLINGTON**

Craft: Electrician- Outside Commercial- North

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	32.56	35.28	37.99	40.70	43.42	46.13	48.84			
Benefits	64.65% of	Apprentic	Wage	Rate	+ \$0.76					

Craft: Electrician- Outside Commercial- North COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 1-1-24:

INTERVAL PERIOD AND RATES

6 Months 34.13 36.98 39.82 42.67 45.51 48.36 51.20

Benefits 64.65% of Apprentice Wage Rate + \$0.76

### APPRENTICE RATE SCHEDULE AS OF 7-1-24:

INTERVAL PERIOD AND RATES

6 Months 35.23 38.16 41.10 44.03 46.97 49.90 52.84

Benefits 64.65% of Apprentice Wage Rate + \$0.76

## \* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

## SHIFT DIFFERENTIALS:

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

## benefits.

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

#### FOREMAN REQUIREMENTS:

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

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

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

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

## OVERTIME:

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

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

### RECOGNIZED HOLIDAYS:

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

1/12/2024 Page 34 of 80

## **County - BURLINGTON**

## Craft: Electrician- Outside Commercial- South

## PREVAILING WAGE RATE

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

Craft: Electrician- Outside Commercial- South

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.35	10.97	11.57	12.20	12.81	13.43	14.05			

Craft: Electrician- Outside Commercial- South

**COMMENTS/NOTES** 

1/12/2024 Page 35 of 80

### **County - BURLINGTON**

#### \* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

## FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

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

## SHIFT DIFFERENTIALS:

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

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

#### **OVERTIME:**

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

## **RECOGNIZED HOLIDAYS:**

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

1/12/2024 Page 36 of 80

**County - BURLINGTON** 

Craft: F	Electrician-Utility	Work (North)	PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
* 6 Months	60%	65%	70%	75%	80%	85%	90%					
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals					

Craft: Electrician-Utility Work (North) COMMENTS/NOTES

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

1/12/2024 Page 37 of 80

<sup>\*</sup> The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

**County - BURLINGTON** 

Craft:	Electrician-Utilit	y Work (South)	) PREVAILING WAGE R	ATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
6 Months	32.52	35.23	37.94	40.65	43.36	46.07	48.78					
Benefits	28.97	30.65	32.31	33.98	35.69	37.36	39.02					

Craft: Electrician-Utility Work (South)

**COMMENTS/NOTES** 

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

1/12/2024 Page 38 of 80

### **County - BURLINGTON**

Craft: Elevator Constructor PREVAILING WAGE RATE

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

Craft: Elevator Constructor APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	55%	65%	70%	80%								
Benefits	full	journeyma n	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.

1/12/2024 Page 39 of 80

## **County - BURLINGTON**

### OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

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

1/12/2024 Page 40 of 80

### **County - BURLINGTON**

Craft: Glazier PREVAILING WAGE RATE

	05/02/23
Foreman	W50.68 B36.62 T87.30
Journeyman	W46.68 B36.62 T83.30

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	19.39	22.52	26.22	29.31								
Benefits	19.73	21.77	23.33	25.59								

## Ratio of Apprentices to Journeymen - 1:3

Craft: Glazier COMMENTS/NOTES

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

## FOREMAN REQUIREMENT:

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

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

## SHIFT DIFFERENTIALS:

- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

#### **OVERTIME:**

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.
- Benefits on overtime hours are as follows:

Time and one-half = \$45.26/hr.

Double time = \$53.90/hr.

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

1/12/2024 Page 41 of 80

## **County - BURLINGTON**

Craft: Heat & Frost Insulator

## PREVAILING WAGE RATE

	06/01/23
Foreman	W63.62
(11-20 workers)	B43.46
	T107.08
Foreman	W60.73
(1-5 workers)	B43.46
	T104.19
Foreman	W66.52
(21-49 workers)	B43.46
	T109.98
Foreman	W69.41
(50+ workers)	B43.46
	T112.87
Foreman	W61.89
(6-10 workers)	B43.46
	T105.35
Journeyman	W57.84
	B43.46
	T101.30

Craft: Heat & Frost Insulator

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%		
Benefits	32.97	32.97	Intervals	3 to 10 =	37.22							

## Ratio of Apprentices to Journeymen - 1:4

## **Craft: Heat & Frost Insulator**

## **COMMENTS/NOTES**

## FOREMAN REQUIREMENTS:

- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

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

## SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

1/12/2024 Page 42 of 80

## **County - BURLINGTON**

#### **OVERTIME:**

- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays and holidays (except Labor Day), shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

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

1/12/2024 Page 43 of 80

### **County - BURLINGTON**

**Craft: Heat & Frost Insulator - Asbestos Worker** 

PREVAILING WAGE RATE

	06/01/23
Material Handler - 1st Level	W32.01 B23.80 T55.81
Material Handler - 2nd Level	W46.47 B23.80 T70.27
Mechanic (Journeyman)	W57.84 B43.46 T101.30

**Craft: Heat & Frost Insulator - Asbestos Worker** 

### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
	SEE	E Heat & Frost Insulator										

Craft: Heat & Frost Insulator - Asbestos Worker

## **COMMENTS/NOTES**

NOTE: These rates apply ONLY to the REMOVAL of insulation containing asbestos from mechanical systems, including containment erection and demolition, and the placing of material in appropriate containers.

## JOB TITLES:

- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler 1st Level: up to 3,000 hours of asbestos removal experience

## RATIOS:

- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

### SHIFT DIFFERENTIALS:

- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus \$0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus \$0.50 per hour.

## **OVERTIME:**

- Hours in excess of 40 per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits.
- All hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits.
- All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

1/12/2024 Page 44 of 80

### **County - BURLINGTON**

Craft: Industrial Painter- Bridges PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26		
Foreman	W63.28	W0.00	W0.00	W0.00		
	B34.92	B0.00	B0.00	B0.00		
	T98.20	T100.20	T102.20	T104.20		
General Foreman	W65.78	W0.00	W0.00	W0.00		
	B34.92	B0.00	B0.00	B0.00		
	T100.70	T102.70	T104.70	T106.70		
Journeyman	W58.28	W0.00	W0.00	W0.00		
	B34.92	B0.00	B0.00	B0.00		
	T93.20	T95.20	T97.20	T99.20		

Craft: Industrial Painter- Bridges APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES								
6 Months	50%	70%	90%						
Benefits	13.65	20.81	27.43						

## Ratio of Apprentices to Journeymen - 1:3

## Craft: Industrial Painter- Bridges

## COMMENTS/NOTES

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.

1/12/2024 Page 45 of 80

<sup>\*</sup> Industrial Painters perform work on all industrial structures, such as bridges.

**County - BURLINGTON** 

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.

1/12/2024 Page 46 of 80

### **County - BURLINGTON**

Craft: Industrial Painter- Structural Steel

#### PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26		
Foreman	W52.02	W0.00	W0.00	W0.00		
	B32.57	B0.00	B0.00	B0.00		
	T84.59	T86.59	T88.59	T90.59		
General Foreman	W54.52	W0.00	W0.00	W0.00		
	B32.57	B0.00	B0.00	B0.00		
	T87.09	T89.09	T91.09	T93.09		
Journeyman	W47.02	W0.00	W0.00	W0.00		
	B32.57	B0.00	B0.00	B0.00		
	T79.59	T81.59	T83.59	T85.59		

Craft: Industrial Painter- Structural Steel

### APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	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.

1/12/2024 Page 47 of 80

**County - BURLINGTON** 

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.

1/12/2024 Page 48 of 80

### **County - BURLINGTON**

Craft: Industrial Painter- Water Tanks PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W53.07	W0.00	W0.00	W0.00
	B32.22	B0.00	B0.00	B0.00
	T85.29	T87.29	T89.29	T91.29
General Foreman	W55.57	W0.00	W0.00	W0.00
	B32.22	B0.00	B0.00	B0.00
	T87.79	T89.79	T91.79	T93.79
Journeyman	W48.07	W0.00	W0.00	W0.00
	B32.22	B0.00	B0.00	B0.00
	T80.29	T82.29	T84.29	T86.29

Craft: Industrial Painter-Water Tanks APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES								
6 Months	50%	70%	90%						
Benefits	13.65	20.81	27.43						

## 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.

1/12/2024 Page 49 of 80

### **County - BURLINGTON**

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.

1/12/2024 Page 50 of 80

#### **County - BURLINGTON**

Craft: Ironworker PREVAILING WAGE RATE

	07/01/23
Foreman- Fence and	W54.56
Guardrail	B36.94
	T91.50
Foreman-Rod/Mesh	W59.78
	B37.72
	T97.50
Foreman-Structural	W60.93
	B37.72
	T98.65
Journeyman- Fence and	W50.52
Guardrail	B36.94
	T87.46
Journeyman-Rod/Mesh	W51.99
-	B37.72
	T89.71
Journeyman-Structural	W52.99
_	B37.72
	T90.71

Craft: Ironworker APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
Yearly	66%	6% 79% 88%									

#### Ratio of Apprentices to Journeymen - \*

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

Craft: Ironworker COMMENTS/NOTES

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

#### SHIFT DIFFERENTIALS:

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

#### **OVERTIME:**

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

1/12/2024 Page 51 of 80

#### **County - BURLINGTON**

- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.
- Benefits on overtime hours shall be paid at the following rates:

For Rod/Mesh and Structural-

When wages are time and one-half, benefits = \$43.08.

When wages are double, benefits = \$48.44.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$41.91.

When wages are double, benefits = \$46.88.

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

1/12/2024 Page 52 of 80

#### **County - BURLINGTON**

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
Yearly	22.07	2.07 25.75 29.42 33.10									
Benefit	22.06	for	all	intervals							

#### Ratio of Apprentices to 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).

1/12/2024 Page 53 of 80

<sup>\*</sup> 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.

#### **County - BURLINGTON**

Craft: Laborer - Building PREVAILING WAGE RATE

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

Craft: Laborer - Building APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
6 Months	60%	50% 70% 80% 90% of Class B wage rate									
Benefit	29.17	29.17	29.17	29.17							

### Ratio of Apprentices to Journeymen - \*

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

### Craft: Laborer - Building

### **COMMENTS/NOTES**

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

1/12/2024 Page 54 of 80

#### **County - BURLINGTON**

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- 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.

1/12/2024 Page 55 of 80

**County - BURLINGTON** 

Craft: Laborer - Heavy & General	PREVAILING WAGE RATE
----------------------------------	----------------------

Rates are located in the "Statewide" rate package

Craft: Laborer - Heavy & General APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
1000 Hours	60%	0% 70% 80% 90%								
Benefit	23.98	for	all	intervals						

Ratio of Apprentices to Journeymen - \*

Craft: Laborer - Heavy & General

**COMMENTS/NOTES** 

Heavy & General Laborer rates are located in the "Statewide" rate package.

1/12/2024 Page 56 of 80

<sup>\*</sup> No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

**County - BURLINGTON** 

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

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

Craft: Laborer-Residential and Modular Construction

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
As shown	800 hours	00 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 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

1/12/2024 Page 57 of 80

#### **County - BURLINGTON**

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

#### **OVERTIME:**

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

#### RECOGNIZED HOILDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

1/12/2024 Page 58 of 80

#### **County - BURLINGTON**

Craft: Millwright PREVAILING WAGE RATE

	05/04/23
Foreman	W64.35 B38.57 T102.92
Journeyman	W55.96 B33.62 T89.58

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%						
Benefits	59% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.61			

#### Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright COMMENTS/NOTES

#### FOREMAN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

#### **OVERTIME:**

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

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

1/12/2024 Page 59 of 80

**County - BURLINGTON** 

Craft: Operating Engineer Pl	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 - \*

Craft: Operating Engineer COMMENTS/NOTES

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

1/12/2024 Page 60 of 80

<sup>\* 1</sup> 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.

**County - BURLINGTON** 

Craft:	Operating Engineer - Field Engineer	PREVAILING WAGE RATE
--------	-------------------------------------	----------------------

Rates are located in the "Statewide" rate package

**Craft: Operating Engineer - Field Engineer** 

#### APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - \*

**Craft: Operating Engineer - Field Engineer** 

**COMMENTS/NOTES** 

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

1/12/2024 Page 61 of 80

<sup>\*</sup> No more than 1 Field Engineer Apprentice per Survey Crew.

### **County - BURLINGTON**

Craft: Painter - Line Striping PREVAILING WAGE RATE

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

Craft: Painter - Line Striping COMMENTS/NOTES

### OVERTIME:

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

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

1/12/2024 Page 62 of 80

#### **County - BURLINGTON**

Craft: Paperhanger PREVAILING WAGE RATE

	05/02/23
Foreman	W52.82 B29.51 T82.33
Journeyman	W48.02 B29.51 T77.53

Craft: Paperhanger APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES								
	SEE	DC.	IAL	PAINTER					
		Ke							

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

1/12/2024 Page 63 of 80

County - BURLINGTON

Craft:	Pipefitter	PREVAILING WAGE RATE
	*** see PLUMBER Rate	S***
C <b>raft:</b>	Pipefitter	COMMENTS/NOTES
***See	PLUMBER Rates***	

1/12/2024 Page 64 of 80

County - BURLINGTON

Craft:	Plasterer	PREVAILING WAGE RATE
	See "Cement Mason" Ra	ates
Craft:	Plasterer	COMMENTS/NOTES
***See	CEMENT MASON Rates***	

1/12/2024 Page 65 of 80

#### **County - BURLINGTON**

Craft: Plumber - North PREVAILING WAGE RATE

	07/01/23
Assistant General	W59.94
Foreman	B45.05
	T104.99
Foreman	W59.39
	B45.05
	T104.44
General Foreman	W62.69
	B45.05
	T107.74
Journeyman	W54.99
	B45.05
	T100.04

Craft: Plumber - North APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	35%	45%	55%	65%	75%					
Benefits	28.03	30.64	33.28	35.89	38.51					

#### Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber - North COMMENTS/NOTES

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

### FOREMAN REQUIREMENTS (number of Plumbers on site):

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

1/12/2024 Page 66 of 80

#### **County - BURLINGTON**

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

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

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

### MUNICIPALITIES COVERED:

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

1/12/2024 Page 67 of 80

#### **County - BURLINGTON**

Craft: Plumber - South PREVAILING WAGE RATE

	05/04/23
Foreman	W53.97 B51.55 T105.52
Journeyman	W49.06 B51.55 T100.61

Craft: Plumber - South APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES						
6 months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	32.19	33.59	36.35	37.73	39.10	40.49	41.88	43.25	44.65	46.01

#### Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber - South COMMENTS/NOTES

#### FOREMAN REQUIREMENTS:

- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

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

#### SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

#### **OVERTIME:**

The first 4 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

#### MUNICIPALITIES COVERED:

Bass River Twp., Beverly City, Cinnaminson Twp., Delanco Twp., Delran Twp., Edgewater Park Twp., Evesham Twp., Hainesport Twp., Lumberton Twp., Maple Shade Twp., Medford Twp., Medford Lakes Boro, Moorestown Twp., Mount Laurel Twp., Palmyra Boro., Riverside Twp., Riverton Boro., Shamong Twp., Southampton Twp., Tabernacle Twp.,

1/12/2024 Page 68 of 80

County - BURLINGTON

Washington Twp., Woodland Twp., Willingboro Twp.

1/12/2024 Page 69 of 80

#### **County - BURLINGTON**

Craft: Roofer PREVAILING WAGE RATE

	05/19/23
Foreman	W44.63
(5 workers or less)	B34.62
	T79.25
Foreman	W45.13
(6 workers or more)	B34.62
	T79.75
Journeyman	W42.63
	B34.62
	T77.25

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES			
Yearly	52%	55%	60%	75%			
Benefits	23.39	27.89	34.62	34.62			

#### Ratio of Apprentices to Journeymen - \*

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer COMMENTS/NOTES

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

#### FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

#### **OVERTIME**:

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

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

1/12/2024 Page 70 of 80

**County - BURLINGTON** 

Craft: Roofer - Shingle, Slate & Tile PREVAILING WAGE RATE

	05/19/23
Foreman	W33.10
(3 workers or less)	B22.10
	T55.20
Foreman	W33.85
(4 workers or more)	B22.10
	T55.95
Helper	W16.43
	B22.10
	T38.53
Journeyman	W32.85
(shingle work)	B22.10
	T54.95

Craft: Roofer - Shingle, Slate & Tile APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	<u>ES</u>			
Yearly	60%	70%	80%				
Benefits	22.10	22.10	22.10				

### Ratio of Apprentices to Journeymen - \*

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer - Shingle, Slate & Tile COMMENTS/NOTES

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

#### FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

### OVERTIME:

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

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

1/12/2024 Page 71 of 80

#### **County - BURLINGTON**

Craft: Sheet Metal Sign Installation PREVAILING WAGE RATE

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

Craft: Sheet Metal Sign Installation APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES						
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	25.06	25.13	25.21	25.28	25.36	25.43	25.51	25.58	25.67	25.81

#### Ratio of Apprentices to Journeymen - 1:2

Craft: Sheet Metal Sign Installation COMMENTS/NOTES

### HAZARDOUS DUTY:

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

### FOREMAN REQUIREMENTS:

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

### **OVERTIME:**

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

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

1/12/2024 Page 72 of 80

#### **County - BURLINGTON**

Craft: Sheet Metal Worker PREVAILING WAGE RATE

	06/01/23
Foreman	W59.68 B47.39 T107.07
Journeyman	W56.18 B47.39 T103.57

Craft: Sheet Metal Worker APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES						
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	14.55	16.25	17.96	19.64	21.34	30.19	32.45	34.68	36.93	39.18

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).\*

Craft: Sheet Metal Worker COMMENTS/NOTES

#### JOB SITE FOREMAN REQUIREMENTS:

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

### SHOP FOREMAN 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

1/12/2024 Page 73 of 80

<sup>\*</sup> 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).

### **County - BURLINGTON**

hours on Saturday, shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$54.69.

Double-time = \$61.99.

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

1/12/2024 Page 74 of 80

#### **County - BURLINGTON**

Craft: Sprinkler Fitter PREVAILING WAGE RATE

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

Craft: Sprinkler Fitter APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES						
1000 Hours	45%	50%	45%	60%	65%	70%	75%	80%	85%	90%
Benefits	8.74	8.74	20.32	20.32	20.57	20.57	20.57	20.57	20.57	20.57

#### Ratio of Apprentices to Journeymen - 1:1

Craft: Sprinkler Fitter COMMENTS/NOTES

#### FOREMAN REQUIREMENTS:

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

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

### SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

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

1/12/2024 Page 75 of 80

#### **County - BURLINGTON**

Craft: Tile Worker PREVAILING WAGE RATE

	06/13/23
Finisher	W43.56 B29.69 T73.25
Setter	W51.96 B34.86 T86.82

Craft: Tile Worker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

#### Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker COMMENTS/NOTES

NOTE: These rates also apply to Terrazzo and Marble work.

#### **OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

### **RECOGNIZED HOLIDAYS:**

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

1/12/2024 Page 76 of 80

### **County - BURLINGTON**

Craft: Truck Driver PREVAILING WAGE RATE

	05/02/23	05/01/24
		00,01,21
Bucket, Utility, Pick-up,	W46.06	W0.00
Fuel Delivery trucks	B38.88	B0.00
	T84.94	T88.43
Dump truck (single axle),	W46.06	W0.00
Asphalt Distributor, Tack	B38.88	B0.00
Spreader	T84.94	T88.43
Euclid-type vehicles (large	W46.21	W0.00
off-road equipment)	B38.88	B0.00
	T85.09	T88.58
Helper on Asphalt	W46.06	W0.00
Distributor truck	B38.88	B0.00
	T84.94	T88.43
Low Boy Driver	W47.71	W0.00
	B38.88	B0.00
	T86.59	T90.08
Slurry Seal,	W46.06	W0.00
Seeding/Fertilizing/Mulchi	B38.88	B0.00
ng truck	T84.94	T88.43
Straight 3-axle trucks,	W46.11	W0.00
Dump Truck (3-axle),	B38.88	B0.00
Dump Truck (tandem)	T84.99	T88.48
Tractor-Trailer truck (all	W46.21	W0.00
types)	B38.88	B0.00
	T85.09	T88.58
Vacuum or Vac-All truck	W46.06	W0.00
(entire unit)	B38.88	B0.00
	T84.94	T88.43
Winch Trailer Driver	W46.31	W0.00
	B38.88	B0.00
	T85.19	T88.68

Craft: Truck Driver COMMENTS/NOTES

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

### HAZARDOUS WASTE REMOVAL WORK:

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

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

#### SHIFT DIFFERENTIAL:

1/12/2024 Page 77 of 80

#### **County - BURLINGTON**

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

#### **BLENDED RATE:**

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

#### **OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Benefits on overtime shall be \$46.41.
- 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.

1/12/2024 Page 78 of 80

#### **County - BURLINGTON**

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/02/23	05/01/24
Driver	W36.85 B38.88 T75.73	W0.00 B0.00 T81.14
New Hires: 1st Year	W36.85 B38.88 T75.73	W0.00 B0.00 T81.14

Craft: Truck Driver-Material Delivery Driver

**COMMENTS/NOTES** 

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

OVERTIME: Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate. Benefits on overtime shall be \$46.41.

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.

1/12/2024 Page 79 of 80

County - BURLINGTON

Craft:	Welder	PREVAILING WAGE RATE			
	Welder				
Craft:	Welder	COMMENTS/NOTES			
Welder	Welders rate is the same as the craft to which the welding is incidental.				

1/12/2024 Page 80 of 80

# 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.

TERRITORY

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

ENTIRE STATE

OPER ATTIC ENGINEERS	
OPERATING ENGINEERS	Rates Expiration Date :

Hydro-Blaster

	07/01/202	3	07/01/2024	07/01/2025		
Rate	Fringe	Total	Total	Total		
57.63	37.65	95.28	98.03	100.53		
CLASSIFIC	ATIONS:					
A-Frame						
Backhoe (co	ombination)					
Boom Attac	hment on loade	ers (Except pipehook	)			
Boring & D	rilling Machine	:				
Brush Chop	per, Brush Shre	edder, Tree Shredder,	Tree Shearer			
Bulldozer, f	inish grade					
Cableway						
Carryall						
Concrete Pu	mp					
Concrete Pu	mping System	(Pumpcrete & simila	ar types)			
Conveyor, 1	25 feet or long	er				
Drill Doctor	(Duties includ	e dust collector and	maintenance)			
Front End L	oader (2 cu. yd	s. but less than 5 cu.	yds.)			
Grader, finis	sh					
Groove Cutt	ting Machine (r	ride-on type)				
Heater Plane	er					
hydraulic, snorkle roo	single and doub of, and other sir	ole drum, concrete, b milar types, Except C		eceives an addtional \$1.	00 per hour on 100 ft.	up to 199 ft. total
Hydraulic C	Frane (10 tons &	t under)				
Hydraulic D	redge					
Hydro-Axe						

TERRITORY

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

### ENTIRE STATE

### **OPERATING ENGINEERS** Rates Expiration Date:

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

TERRITORY

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

### ENTIRE STATE

### **OPERATING ENGINEERS** Rates Expiration Date:

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

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

# ENTIRE STATE

# **OPERATING ENGINEERS** Rates Expiration Date :

Effective Da	tes:				
	07/01/2023	3	07/01/2024	07/01/2025	
Rate 55.72	Fringe 37.65	Total 93.37	Total 96.12	Total 98.62	
CLASSIFIC		93.37	90.12	98.02	
	under 125 feet				
Crane Signa	ılman				
Crushing M	achine				
Directional Boring Machine					
Ditching Machine - Small (Ditchwitch, Vermeer or similar types)					
Dope Pot - I	Mechanical (wit	h or without pump	)		
Dumpster					
Elevator					
Fireman					
Fork Lift (E	conomobile, Lu	ıll & similar types)			
Front End L	oader (1 cu. yd.	and over but less t	han 2 cu. yds.)		
Generator (2	2 or 3 battery)				
Giraffe Grin	nder				
Goldhofer/H	Iydraulic Jackir	ng Trailer			
Grader & M	lotor Patrols				
Grout Pump	)				
Gunnite Ma	chine (Excludin	ag nozzle)			
Hammer - V	ibratory (in cor	ijunction with gene	rator)		
Heavy Equi	pment Robotics	- Operator/Technic	cian		
Hoist (roof, tugger, aerial platform hoist, house car)					
Hopper					

Hopper Doors (power operated)

Ladder (motorized)

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

# ENTIRE STATE

# OPERATING ENGINEERS Rates Expiration Date :

Effective Da	tes:			
	07/01/202	3	07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62
CLASSIFIC	ATIONS:			
Laddervator	r			
Locomotive	e (Dinky-type)			
Maintenanc	e Utility Man			
Master Env	ironmental Mai	ntenance Technicia	n	
Mechanic				
Mixer (Except paving mixers)				
Pavement B ride-on typ	•	nounted or small sel	lf-propelled	
Pavement B	Breaker - mainte	nance of compresso	or or hydraulic unit	
Pipe Bendir	ng Machine (por	wer)		
Pitch Pump				
Plaster Pum	p (regardless of	f size)		
Post Hole D	Digger (post pou	nder, auger)		
Rod Bendin	g Machines			
Roller (black top)				
Scale (power	er)			
Seamen Pul	verizing Mixer			
Shoulder Widener				
Silo				

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

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

ENTIRE STATE

# OPERATING ENGINEERS Rates Expiration Date :

**Effective Dates:** 

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

### **CLASSIFICATIONS:**

**Tug Captains** 

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

### **Effective Dates:**

	07/01/202	3	07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
50.38	37.65	88.03	90.78	93.28

# **CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

ENTIRE STATE

# OPERATING ENGINEERS Rates Expiration Date :

**Effective Dates:** 

	07/01/202	3	07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
57.96	37.65	95.61	98.36	100.86

# **CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

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

# ENTIRE STATE

# OPERATING ENGINEERS Rates Expiration Date :

# **Effective Dates:**

Mucking Machine

	07/01/202	3	07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
59.22	37.65	96.87	99.62	102.12

	0 //01/202	•	07/01/2024	07/01/2025	
Rate	Fringe	Total	Total	Total	
59.22	37.65	96.87	99.62	102.12	
CLASSIFIC	ATIONS:				
Autograde P	avement Profil	er (CMI & simila	r types)		
Autograde P types)	avement Profil	er - Recycle Type	(CMI & similar		
Autograde P similar type		Spreader Combin	ation (CMI &		
Autograde S	lipform Paver (	CMI & similar ty	rpes)		
Backhoe (Ex	cavator)				
Central Pow	er Plant				
Concrete Pay	ving Machine				
Cranes, Derr	icks, Pile Drive	ers (all types), und	der 100 tons with a boom (in	ncluding jib and/or lea	ds) under 100 ft.
Draglines					
Drill, Bauer,	AMI and simil	ar types			
Drillmaster,	Quarrymaster				
		down-the-hole dri			
Elevator Gra	der				
Field Engine	er-Chief of Par	ty			
Front End Lo	oader (5 cu. yar	rds or larger)			
Gradall					
Grader, Rago	)				
Helicoptor C	o-Pilot				
Helicoptor C	ommunication	s Engineer			
Juntann Pile	Driver				
Locomotive	(large)				

**TERRITORY** ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

# PREVAILING WAGE RATE DETERMINATION

**Effective Dates:** 

**OPERATING ENGINEERS** 

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

Rates Expiration Date:

# **CLASSIFICATIONS:**

Pavement &	Concrete 1	Breaker	Sune	rhammer	&	Hoe	Ram'	١
I a v chilchit cc	Concrete	Dicurci	Dupe	'I II u II II II C I	·	1100	Luni	,

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

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

# ENTIRE STATE

# **OPERATING ENGINEERS** Rates Expiration Date:

### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

~		
	hınr	er

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

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

ENTIRE STATE

## **OPERATING ENGINEERS** Rates Expiration Date :

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including 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:**

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

# **CLASSIFICATIONS:**

Helicoptor Pilot/Engineer

# **Effective Dates:**

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

### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

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

# **CLASSIFICATIONS:**

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

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

ENTIRE STATE

## **OPERATING ENGINEERS** Rates Expiration Date :

#### **Effective Dates:**

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

# **CLASSIFICATIONS:**

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

# **Effective Dates:**

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

# **CLASSIFICATIONS:**

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

### **Effective Dates:**

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

### **CLASSIFICATIONS:**

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

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

#### STRUCTURAL STEEL ERECTION Rates Expiration Date:

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

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

#### SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

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

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

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

#### **Effective Dates:**

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

## **CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

# **STRUCTURAL STEEL ERECTION** Rates Expiration Date:

### **Effective Dates:**

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

### **CLASSIFICATIONS:**

A-Frame

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

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier

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

# ENTIRE STATE

#### STRUCTURAL STEEL ERECTION Rates Expiration Date :

# **Effective Dates:**

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

56.13	37.65	93.78	96.53	99.03
CLASSIFIC	ATIONS:			
Aerial Platfo	orm Used On H	loists		
Apprentice I	Engineer/Oiler	with Compressor	or Welding Machine	
Captain (Pov	wer Boats)			
Compressor	(2 or 3 in batte	ery)		
Concrete Clo	eaning/Deconta	amination Machin	e Operator	
Conveyor or	Tugger Hoist			
Directional l	Boring Machin	e		
Elevator or l	House Car			
Fireman				
Forklift				
Generator (2	? or 3)			
Heavy Equip	oment Robotics	s, Operator/Techni	cian	
Maintenance Utility Man				
Master Environmental Maintenance Technician				
Tug Master (Power Boats)				
Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician				
Vacuum Bla	sting Machine	Operator/Mainten	ance Technician	

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

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

# ENTIRE STATE

## **STRUCTURAL STEEL ERECTION** Rates Expiration Date:

#### **Effective Dates:**

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

# **CLASSIFICATIONS:**

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

### **Effective Dates:**

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

# **CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

## **Effective Dates:**

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

# **CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

#### **Effective Dates:**

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

# **CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

## ENTIRE STATE

## **STRUCTURAL STEEL ERECTION Rates Expiration Date:**

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

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

# **CLASSIFICATIONS:**

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

# **Effective Dates:**

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

#### **CLASSIFICATIONS:**

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

### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

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

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

# ENTIRE STATE PREVAILING WAGE RATE DETERMINATION

**Effective Dates:** 

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

**STRUCTURAL STEEL ERECTION** Rates Expiration Date:

# **CLASSIFICATIONS:**

Helicopter Pilot & Engineer

# TERRITORY ENTIRE STATE

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

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

#### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

#### SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

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

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

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

#### **Effective Dates:**

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

## **CLASSIFICATIONS:**

Driller

# **Effective Dates:**

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

## **CLASSIFICATIONS:**

Driller's Helper

# TERRITORY ENTIRE STATE

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

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

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

#### Hazardous Waste Work:

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

#### **Effective Dates:**

03/01/2023	03	/01	/20	023
------------	----	-----	-----	-----

Rate	Fringe	Total	
50.30	35.73	86.03	

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

## **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
50.00	35.73	85.73

# **CLASSIFICATIONS:**

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

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

#### ENTIRE STATE

## FREE AIR TUNNEL JOBS Rates Expiration Date :

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
49.50	35.73	85.23

#### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total	
52.00	35.73	87.73	

#### **CLASSIFICATIONS:**

Blaster

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.95	35.73	84.68

# **CLASSIFICATIONS:**

Top Labor Foreman

#### **Effective Dates:**

# 03/01/2023

Rate	Rate	Fringe	Total	
48 60	35 73	84 33		

# **CLASSIFICATIONS:**

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

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

### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
48.45	35.73	84.18

#### **CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

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

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

ENTIRE STATE

# FREE AIR TUNNEL JOBS Rates Expiration Date :

**Effective Dates:** 

03/01/2023

Rate Fringe Total 48.05 35.73 83.78

# **CLASSIFICATIONS:**

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

TERRITORY
ENTIRE STATE

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

## DRILL FOR GROUND WATER SUPPLY Rates Expiration Date:

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

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

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Driller

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Driller's Helper

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

#### ENTIRE STATE

## OPERATING ENGINEERS MARINE-DREDGING Rates Expiration Date :

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

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

### OVERTIME:

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

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

#### **Effective Dates:**

#### 10/01/2023

Rate	Fringe	Tota	
45.26	15.22	60.48	

#### **CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

#### **Effective Dates:**

#### 10/01/2023

Rate	Fringe	Total	
39.14	14.79	53.93	

### **CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

#### **Effective Dates:**

#### 10/01/2023

Rate	Fringe	Total
36.84	14.63	51.47

#### **CLASSIFICATIONS:**

Certified Welder

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

# ENTIRE STATE

# OPERATING ENGINEERS MARINE-DREDGING Rates Expiration Date :

### **Effective Dates:**

10/01/2023

Rate Fringe Total 35.83 14.31 50.14

# **CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

### **Effective Dates:**

10/01/2023

Rate Fringe Total 34.68 14.23 48.91

### **CLASSIFICATIONS:**

**Boat Operator** 

#### **Effective Dates:**

10/01/2023

Rate Fringe Total 28.81 13.82 42.63

## **CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

# **Effective Dates:**

10/01/2023

Rate Fringe Total 40.33 14.87 55.20

## **CLASSIFICATIONS:**

Crane Operator

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

#### ENTIRE STATE

## MICROSURFACING/SLURRY SEAL Rates Expiration Date :

# THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

# 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:**

U3	/01	/20	11	7
เม.ว	/ 17 1	/ Z.I	,,	- /

Rate	Fringe	Total
36.50	21.27	57.77

#### **CLASSIFICATIONS:**

Foreman

### **Effective Dates:**

ഹ	/01	13	A1	7
ıı٦	/	11		- 1

Rate	Fringe	Total
33.80	21.27	55.07

#### **CLASSIFICATIONS:**

Box man

#### **Effective Dates:**

03/01/2017	03	/01	/2	01	7
------------	----	-----	----	----	---

Rate	Fringe	Total
31.75	21.27	53.02

#### **CLASSIFICATIONS:**

Microsurface/Slurry Preparation

## **Effective Dates:**

## 03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

# **CLASSIFICATIONS:**

Squeegee man

TERRITORY
ENTIRE STATE

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

# MICROSURFACING/SLURRY SEAL Rates Expiration Date :

**Effective Dates:** 

03/01/2017

Rate Fringe Total 30.30 21.27 51.57

# **CLASSIFICATIONS:**

Cleaner, Taper

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

ENTIRE STATE

#### 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:**

U3	/01	121	173

Rate	Fringe	Total
51.80	35.73	87.53

### **CLASSIFICATIONS:**

Paving Foreman

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.35	35.73	84.08

#### **CLASSIFICATIONS:**

Head Raker

#### **Effective Dates:**

03	/01	/2.0	)23
v	/ U 1	/41	,,,

Rate	Fringe	Total
48.50	35.73	84.23

#### **CLASSIFICATIONS:**

Screedman

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

# ENTIRE STATE

# ASPHALT LABORERS - SOUTH Rates Expiration Date :

### **Effective Dates:**

03/01/2023

Rate Fringe Total 47.95 35.73 83.68

# **CLASSIFICATIONS:**

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

### **Effective Dates:**

03/01/2023

Rate Fringe Total 48.05 35.73 83.78

### **CLASSIFICATIONS:**

Milling Controller

# **Effective Dates:**

03/01/2023

Rate Fringe Total 48.25 35.73 83.98

# **CLASSIFICATIONS:**

Traffic Control Coordinator

### **Effective Dates:**

03/01/2023

Rate Fringe Total 48.20 35.73 83.93

# **CLASSIFICATIONS:**

Raker, Luteman

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

## ENTIRE STATE

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

### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

### SHIFT DIFFERENTIAL:

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

#### **OVERTIME:**

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

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

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

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

1st year on the job - 70% of Helper wage rate

2nd year on the job - 80% of Helper wage rate

3rd year on the job - 90% of Helper wage rate

All helpers receive full fringe benefit rate.

#### **Effective Dates:**

#### 12/01/2023

Rate	Fringe	Total
36.28	33.49	69.77

#### **CLASSIFICATIONS:**

Helper (4th year helper)

#### **Effective Dates:**

#### 12/01/2023

Rate	Fringe	Total
46.25	33.49	79.74

# **CLASSIFICATIONS:**

Driller

# **Effective Dates:**

# 12/01/2023

Rate	Fringe	Total
52.66	33.49	86.15

#### **CLASSIFICATIONS:**

Foreman

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

## ENTIRE STATE

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

#### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

#### SHIFT DIFFERENTIALS:

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

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

#### OVERTIME:

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

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

#### Hazardous Waste Work:

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

## **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

## **CLASSIFICATIONS:**

### "D" Rate:

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

## **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

#### **CLASSIFICATIONS:**

#### "C" Rate:

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

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

# ENTIRE STATE

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

# **Effective Dates:**

N2	/01	121	na	2
บว	/V I	/ Z I	IJΖ	J

Rate	Fringe	Total
48.50	35.73	84.23

### **CLASSIFICATIONS:**

"B" Rate:

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

# **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
52.05	35.73	87.78

#### **CLASSIFICATIONS:**

"A" Rate:

blaster

### **Effective Dates:**

# 03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

# **CLASSIFICATIONS:**

"FOREMAN" Rate:

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

# **Effective Dates:**

# 03/01/2023

Rate	Fringe	Total
52.80	35.73	88.53

# **CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

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

#### ENTIRE STATE

#### 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:**

#### 03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

## CLASSIFICATIONS:

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

#### **CLASSIFICATIONS:**

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

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

### ENTIRE STATE

# HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

#### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Tota	
48.25	35.73	83.98	

### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

#### **CLASSIFICATIONS:**

wagon or directional drill operator; drill master

### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
52.05	35.73	87.78

### **CLASSIFICATIONS:**

blaster

### **Effective Dates:**

# 03/01/2023

Rate	Fringe	Total	
51.80	35.73	87 53	

# **CLASSIFICATIONS:**

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
52.80	35.73	88.53

#### **CLASSIFICATIONS:**

general foreman

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

ENTIRE STATE

# HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

**Effective Dates:** 

03/01/2023

Rate Fringe Total 48.50 35.73 84.23

# **CLASSIFICATIONS:**

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

# TERRITORY ENTIRE STATE

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

#### PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

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

#### PER DIEM PAYMENT:

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

#### NOTES:

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

helper rate for the days involved.

- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work' is defined as work on lines in service where there is the danger of fire or explosion.

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

# OVERTIME:

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

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

#### **Effective Dates:**

07/01/202	3

Rate	Fringe	Total
57.34	34.70	92.04

# **CLASSIFICATIONS:**

Pipeline Journeyman Welder

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

# ENTIRE STATE

# PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

**Effective Dates:** 

07/01/2023

Rate Fringe Total 57.34 34.70 92.04

**CLASSIFICATIONS:** 

Pipeline Journeyman

**Effective Dates:** 

07/01/2023

Rate Fringe Total 33.84 24.32 58.16

**CLASSIFICATIONS:** 

Pipeline Helper

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

ENTIRE STATE

#### 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:**

1	1 /	n	1 /	17	n	7	2
1	1/	v	1/	4	V.	Z	J

Rate	Fringe	Total
64.70	31.84	96.54

#### **CLASSIFICATIONS:**

Pipeline Journeyman Welder

### **Effective Dates:**

# 11/01/2023

Rate	Fringe	Total
64.70	31.84	96.54

## **CLASSIFICATIONS:**

Pipeline Journeyman

#### **Effective Dates:**

#### 11/01/2023

Rate	Fringe	Total
41.00	23.56	64.56

### **CLASSIFICATIONS:**

Pipeline Helper

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

#### ENTIRE STATE

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

#### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

Hazardous Waste Work:

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

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

## **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

## **CLASSIFICATIONS:**

Asphalt Foreman

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.50	35.73	84.23

#### **CLASSIFICATIONS:**

Asphalt Screedman

#### **Effective Dates:**

13

Rate	Fringe	Total
48.25	35.73	83.98

#### **CLASSIFICATIONS:**

Asphalt Raker or Lute Man

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

ENTIRE STATE

## ASPHALT LABORERS- NORTH Rates Expiration Date :

**Effective Dates:** 

03/01/2023

Rate Fringe Total 47.55 35.73 83.28

## **CLASSIFICATIONS:**

Asphalt Laborer

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

#### ENTIRE STATE

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

Electrician-Utility Work (North)

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

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

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural

Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

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

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-

Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

#### \* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

#### SHIFT DIFFERENTIALS:

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

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

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

#### OVERTIME:

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

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

#### RECOGNIZED HOLIDAYS:

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

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Chief Lineman

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Journeyman Lineman

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

Rates Expiration Date:

## ENTIRE STATE PREVAILING WA

ELECTRICIAN- UTILITY WORK (NORTH)

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Special License Operator

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Transit Man

**Effective Dates:** 

12/03/2023			12/01/202	
Rate	Fringe	Total	Total	
57.00	39.33	96.33	99.21	

#### **CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

General Foreman

**Effective Dates:** 

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

### **CLASSIFICATIONS:**

Assistant General Foreman

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

## ENTIRE STATE

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

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Line Foreman

**Effective Dates:** 

12/03/2023			12/01/202
Rate	Total		
48.10	33.18	81.28	83.72

## **CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:** 

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

#### **CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:** 

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

### **CLASSIFICATIONS:**

Line Equipment Mechanic

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

## ENTIRE STATE

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

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Groundman 2nd Year

#### **Effective Dates:**

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

## **CLASSIFICATIONS:**

Groundman 1st Year

#### **Effective Dates:**

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

#### **CLASSIFICATIONS:**

Line Equipment Foreman

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

### ENTIRE STATE

#### **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:**

#### 12/03/2023

Rate	Fringe	Total
69.38	57.15	126.53

#### **CLASSIFICATIONS:**

General Foreman

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

#### ENTIRE STATE

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

**Effective Dates:** 

12/03/2023

Rate Fringe Total 61.79 52.45 114.24

**CLASSIFICATIONS:** 

Foreman

**Effective Dates:** 

12/03/2023

Rate Fringe Total 58.54 50.46 109.00

**CLASSIFICATIONS:** 

Small Job Foreman

**Effective Dates:** 

12/03/2023

Rate Fringe Total 54.20 47.78 101.98

**CLASSIFICATIONS:** 

Heavy Equipment Operator

**Effective Dates:** 

12/03/2023

Rate Fringe Total 54.20 47.78 101.98

**CLASSIFICATIONS:** 

Cable Splicer

**Effective Dates:** 

12/03/2023

Rate Fringe Total 54.20 47.78 101.98

**CLASSIFICATIONS:** 

Journeyman Lineman

**Effective Dates:** 

12/03/2023

Rate Fringe Total 54.20 47.78 101.98

**CLASSIFICATIONS:** 

Journeyman Welder

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

#### **ENTIRE STATE**

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

**Effective Dates:** 

12/03/2023

Rate Fringe Total 54.20 47.78 101.98

**CLASSIFICATIONS:** 

Journeyman Painter

**Effective Dates:** 

12/03/2023

Rate Fringe Total 43.36 41.09 84.45

**CLASSIFICATIONS:** 

Light Equipment Operator

**Effective Dates:** 

12/03/2023

Rate Fringe Total 37.94 37.71 75.65

**CLASSIFICATIONS:** 

Groundman Truck Driver

**Effective Dates:** 

12/03/2023

Rate Fringe Total 35.23 36.05 71.28

**CLASSIFICATIONS:** 

Groundman 3rd Year

**Effective Dates:** 

12/03/2023

Rate Fringe Total 32.52 34.37 66.89

**CLASSIFICATIONS:** 

Groundman 2nd Year

**Effective Dates:** 

12/03/2023

Rate Fringe Total 29.81 32.69 62.50

**CLASSIFICATIONS:** 

Groundman 1st Year

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

ENTIRE STATE

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

**Effective Dates:** 

12/03/2023

Rate Fringe Total 23.85 29.03 52.88

**CLASSIFICATIONS:** 

Flagman

# TERRITORY ENTIRE STATE

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

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

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

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

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

#### SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

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

#### Hazardous Waste Work:

-where Level A, B, or C protection is required: + \$3.00/hr

-other Hazardous Waste site: + \$1.00/hr

#### **Effective Dates:**

#### 03/01/2023

Rate Fringe Total 75.46 35.73 111.19

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
75.01	35.73	110.74

#### **CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

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

#### ENTIRE STATE

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
74.26	35.73	109.99

#### **CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
78.01	35.73	113.74

#### **CLASSIFICATIONS:**

Blaster

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
73.43	35.73	109.16

#### **CLASSIFICATIONS:**

Top Labor Foreman

#### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
72.91	35.73	108.64

## **CLASSIFICATIONS:**

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

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
72.68	35.73	108.41

## **CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

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

TERRITORY
ENTIRE STATE

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

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

**Effective Dates:** 

03/01/2023

Rate Fringe Total 72.08 35.73 107.81

#### **CLASSIFICATIONS:**

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

## **SECTION H**

## **ENUMERATION OF PLANS AND SPECIFICATIONS**

The following are plans (also called drawings) which form part of this contract:

## **GENERAL TITLE**

TOWNSHIP OF WILLINGBORO BURLINGTON COUNTY, NEW JERSEY

#### **BROIDO PARK IMPROVEMENTS**

Contract No. MWL00200.01

## FILE NUMBER MWL00200.01

SHEET NUMBER	SPECIFIC TITLE
1	COVER AND INDEX SHEET
2	DEMOLITION PLAN
3	SITE, GRADING & DRAINAGE PLAN
4	SOIL EROSION & SEDIMENT CONTROL PLAN
5	SOIL EROSION & SEDIMENT CONTROL DETAILS

### **TECHNICAL SPECIFICATIONS**

CONSIST OF DIVISIONS 1 - General Requirements

2 - Detailed Specifications

## TOWNSHIP OF WILLINGBORO BURLINGTON COUNTY, NEW JERSEY

#### **BROIDO PARK IMPROVEMENTS**

#### SPECIAL PROVISIONS

#### 1. Existing Utilities

The contractor shall coordinate all work with the utility companies in the areas of construction. Information regarding existing utilities has been collected from various sources and the contractor is advised that underground object locations, elevations, or types are not warranted to be approximately correct. Nor can they be assumed to be the only subsurface objects, proposed or existing, which may be encountered during the excavation of the work. The contractor shall make all necessary investigations prior to bidding to satisfy himself as to the existing conditions. Test pits are included in the contract to be performed as necessary to confirm storm depth and location and to avoid conflict.

#### 2. Contractor's Progress Schedule

The contractor shall submit a proposed program of operation for the project prior to commencement of construction which clearly indicates how he proposes to conduct the work to bring about the completion of the projects.

#### 3. Construction Contingencies

The contractor's attention is specifically directed to the fact that various items and extra quantities have been included in the bid form for contingency purposes due to the nature of the work to be performed in conjunction with this project.

Accordingly, the contractor is hereby advised prior to submitting his bid that he shall take into account the fact that contingencies have been included in the items and that portions of certain items or entire items may not be utilized by the Owner, depending upon the conditions encountered during the work.

To that end, the initial contract award amount may be significantly higher than the final contract amount, depending upon the actual conditions encountered.

The contractor must satisfy himself by personal examination of location of the proposed work and surroundings thereof, and by such other means that he prefers, and shall not at any time after submission of the bid, dispute the original estimate of the work, nor assert that there was any misunderstanding in regard to the contingencies included in the quantities.

#### 4. Asbestos Cement Pipe Removal/Disposal

When disturbing, removing and/or disposing of asbestos cement pipe, the contractor shall comply with all applicable federal, state and local requirements, including, but not limited to: current USEPA regulations (NESHAP 40 CFR 61 Subpart M); OSHA regulations (29 CFR 192658); the current New Jersey Asbestos Hazard Abatement Subcode (NJAC 5:23-8); the current NJDEPE regulations (NJAC 7:26-1 et. seq.); and notification regulations (NJAC 5:23-8.6, 40 CFR 61 Subpart M, and NJAC 7:26-2:12).

#### 5. Permits

The contractor shall be responsible for obtaining all permits necessary for construction in accordance with existing local, county and state regulations and any other agency having jurisdiction in these matters.

#### 6. Tree Removal

The contractor shall make every effort to protect all trees which are to remain within the limits of construction. Removal of additional trees will be performed only if and where directed by the engineer.

## TOWNSHIP OF WILLINGBORO BURLINGTON COUNTY, NEW JERSEY

#### **BROIDO PARK IMPROVEMENTS**

#### **SPECIAL PROVISIONS**

#### 7. Resident Notification

The contractor is hereby advised that prior to any work, proper notification must be provided to residents in the associated work areas by the contractor. Pedestrian access in accordance with all ADA requirements, as well as vehicular access must be maintained at all times throughout the construction process.

#### 8. Special Site Conditions

Work on Sundays and Holidays is prohibited, work on Saturdays and after 5 pm on weekdays must be authorized by the Owner and Engineer.

The contractor shall provide, install and maintain (on a daily basis) fencing, barricades or other suitable materials to protect all active construction areas, newly installed surfaces and construction equipment/supplies from unauthorized access and/or damage during the contract time.

Methods and materials for said protection measures shall be approved by, and coordinated with, the Owner and Engineer.

Separate payment for said protection measures will not be made. Cost of same shall be included in all contract items requiring protection.

#### 9. Special Attention to Existing Conditions

It is recommended that the bidder visit the site during preparation of bid to ensure full understanding of existing electrical and internet components, landscaping, fencing, vegetation, and other amenities that may be disturbed and required to be restored under this contract.

#### 10. Winter Season

The contactor is hereby advised that work will not be permitted during weather conditions unsuitable for construction per the specifications. If weather conditions create an unsuitable construction environment, the contractor shall winterize all work areas to the satisfaction of the engineer. No separate payment will be made for demobilization, remobilization, winterization, down time, or any other work due to inclement weather.

### 11. Accessibility of Recreational Facilities

Please note that per N.J.A.C. 5:23-7.15 all recreational facilities in New Jersey must be accessible to people with physical disabilities. An accessible route of travel is required at and between all facilities, support facilities, and access points with surfaces permitting independent wheelchair passage. The *New Jersey Barrier Free Subcode: Recreation Section*, available from the Department of Community Affairs Division of Codes and Standards ((609) 984-7609), provides details on making the following recreation facilities accessible: routes of travel, pools, swimming and skating areas, boating areas, fishing areas, court games, ice rinks and roller rinks, playing fields, golf facilities, skiing facilities, trails, camping sites, park and playground equipment, and equestrian facilities.

#### 12. Maintenance Bond

The contractor is advised a two (2) year maintenance bond in the amount of fifteen (15) percent of the final contract amount is required for this project. The maintenance bond period will begin once the project has been accepted by the Borough and the final payment has been made. At that time, the full two (2) year maintenance bond period will begin.

## **SPECIFICATIONS**

## **DIVISION 1 - GENERAL REQUIREMENTS**

<u>1-0.1</u>	TABLE OF CONTENTS
1-2.6	PROGRESS SCHEDULE
1-4.1	BOUNDARIES OF THE WORK
1-4.4	LINES AND GRADES
1-6.3	WORK IN BAD WEATHER
1-6.4.1	CONTRACTOR'S OFFICE
1-6.4.2	WATER AND ELECTRICITY
1-6.4.3	HEATING
1-6.4.4	TRAFFIC PROTECTION AND PARKING OF CARS
1-6.4.5	SURFACE DRAINAGE
1-6.4.6	ENGINEER'S FIELD OFFICE
1-6.5	DOMESTIC MATERIAL
1-6.17.1	SANITARY-REGULATIONS
1-6.17.2	FINAL CLEANING
1-6.20.2	PROTECTION OF WORK UNTIL COMPLETION
1-6.20.3.1	CARE OF PUBLIC AND PRIVATE PROPERTY
1-6.20.3.2	PROTECTION AND REPLACEMENT OF SUBSURFACE STRUCTURES
4.0.00.4	AND UTILITIES
1-6.20.4	ACCIDENT PREVENTION AND FIRST AID
1-6.20.4.1	CONTRACTOR'S SIGNS
1-6.20.4.2 1-6.23.1	WATCHMEN & FLAGMEN WORKING DRAWINGS
1-0.23.1 1-13.2	INSPECTION
1-13.2	NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR
1-13.10	STOPPING WORK
1-18.1	PROJECT PHOTOGRAPHS
1-10.1	ABBREVIATIONS
1-20	EXISTING UTILITIES
. 20	2,400 0.1220

#### SPECIFICATIONS

#### **DIVISION 1 - GENERAL REQUIREMENTS**

### 1-2.6 PROGRESS SCHEDULE. - Supplement to General Conditions Article F 2.6

Within ten (10) days after the award of the Contract, the Contractor shall submit in writing a proposed program of operation, showing clearly how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when each part of his work will be completed. The work under this Contract shall, in general, be so scheduled that the work will be coordinated with work by others on adjacent contracts, if any.

The Contractor shall accompany this schedule with a list of delivery dates for materials and equipment.

This plan of operation may be adjusted and revised as the work progresses, but such changes must have at all times the approval of the Engineer.

In any event it shall be the purpose of the progress schedule to guide the course of the work, and strict adherence to it will be demanded by the Engineer.

If all or part of the work of the Contract will be substantially delayed by the extremes of winter weather, the Contractor shall anticipate such delays, shall prepare his progress schedule in a manner that will minimize the overall effect of such anticipated weather delays, and shall periodically update said schedule in accordance with actual weather delays experienced to that date and anticipated for any subsequent period.

#### 1-4.1 BOUNDARIES OF THE WORK. - Supplement to General Conditions Article F 4.1

The Contractor shall obtain from the Owner all information regarding the areas that may be available for his operations and to what extent and for what period of time he may occupy them.

He shall also obtain from the Municipality, County and/or NJDOT required provisions to provide and maintain traffic along Municipal or County Roads and/or State or Federal Highways approaching or within the site or sites of his work, and he shall comply with the requirements of these public agencies.

### 1-4.4 <u>LINES AND GRADES</u>. - Supplement to General Conditions Article F 4.4

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

Primary reference points for the laying out of the work shall be provided by the Owner.

Lines and grades will be set by a N.J. Licensed Land Surveyor employed by, or retained by the Contractor as the work progresses and will be located to cause as little inconvenience to the prosecution of the work as possible.

The Contractor shall so place excavation and other materials so as to cause no inconvenience in the use of the lines and grades established. He shall remove any obstructions placed by him contrary to this provision.

The Contractor shall furnish and maintain at his own expense, stakes, and other such materials, and give such assistance, including qualified helpers, as may be required for setting line and checking grade marks.

The Contractor shall provide grade sheets at least two (2) working days in advance of the time same will be needed for review, and shall keep the Engineer informed of daily work schedules so that all necessary measurements may be made for record and payment with a minimum of inconvenience to the Engineer or of delay to the Contractor.

It is the intention not to delay the work for the giving of lines and grades, but, when necessary, working operations shall be suspended for such reasonable times as Contractor's surveyor may require for this purpose.

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, re-established them and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization such established points, stakes, and

marks. Replacement of disturbed or destroyed Principal reference points shall be completed by a N.J. Licensed Land Surveyor, acceptable to the Owner and Engineer, and at the Contractor's expense.

## 1-6.3 WORK IN BAD WEATHER. - Supplement to General Conditions Article F 6.3

During freezing, stormy or inclement weather, the Contractor shall provide heat, shelter, and other facilities as directed and necessary to maintain the progress schedule and all work shall be done in a manner to secure first class construction throughout.

#### 1-6.4.1 CONTRACTOR'S OFFICE. - Supplement to General Conditions Article F 6.4

Unless specifically waived in the Proposal, the Contractor shall erect, furnish and maintain a field office, with a telephone at the site during the entire period of construction. He or an authorized agent shall be present at said office at all times or at definite times while his work is in progress. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept at said field office. This office shall be suitably heated and shall be equipped with proper sanitary facilities.

### 1-6.4.2 WATER AND ELECTRICITY. - Supplement to General Conditions Article F 6.4

The Contractor shall unless specified, provide the necessary water supply at his own expense and shall pay for all water used.

The Contractor shall unless otherwise specified, provide, at his own expense, adequate temporary lighting and electrical power facilities if required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor shall provide facilities which are satisfactory to the Engineer.

#### 1-6.4.3 HEATING - Supplement to General Conditions Article F 6.4

The Contractor shall provide temporary heat, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work. Heat shall be furnished when and as directed and at the Contractor's own expense.

#### 1-6.4.4 TRAFFIC PROTECTION AND PARKING OF CARS - Supplement to General Conditions Article F 6.4

The Contractor shall protect all traffic and parked cars, when lawfully parked, and shall see to it that the cars belonging to his workmen are parked in areas permitted by the municipal authorities.

He shall take particular care to provide access to adjacent property, both for ordinary traffic and emergency vehicles. Access to fire hydrants shall be kept clear at all times. The Contractor <u>will be required</u> to prevent the formation and flying of dust to the satisfaction of the Engineer by the use of water or chemicals.

Unless expressly authorized in advance and in writing, the Contractor shall maintain a minimum of one lane of traffic through the project area controlled by competent Flagmen as necessary. <a href="IMMEDIATE">IMMEDIATE</a> clearance through the project area shall be furnished for Fire/Rescue/Police Vehicles and School Buses. If necessary, work shall be temporarily suspended to permit the immediate passage of Fire/Rescue/Police or other emergency vehicles and/or school buses.

Local and through traffic shall be maintained at all times unless the Owner approves a detour route for a duration of time.

Whenever it is necessary to maintain only a single line of traffic, the contractor shall furnish and employ sufficient competent traffic directors during the day and night to adequately guide and protect traffic.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to the completed work as directed and approved by the Engineer. Each barricade shall be provided with red flashing lights battery operated not more than five feet apart and not less than three lights shall be used.

Where specific detour routes or traffic protection signs and equipment are specified or required by the plans, the Contractor will provide same along with all other signage equipment and flagmen necessary to satisfactorily protect and safely coordinate traffic.

Vehicular and pedestrian traffic on streets shall be maintained and protected at all times, and all operations in or adjacent to streets, sidewalks, and walkways shall be conducted and controlled accordingly.

The Contractor shall, for the protection of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these Specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

The cost of protection of traffic as above described and in addition to uniformed traffic directors shall be as stated in the Division 2 Specifications and in the Proposal.

#### <u>Uniformed Traffic Directors:</u>

Uniformed Traffic Directors (law enforcement officers) from the jurisdiction(s) affected by this project may be required by the terms of the Proposal (Section C) for this project. If required by the terms of the Proposal, and if the contracting unit does not elect to provide for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers, a line item allowance (bid item) has been established with a dollar amount based on a good faith effort on the part of the contracting unit to reasonably estimate the total cost (as it relates to Uniformed Traffic Directors). The unit of measure for said line item allowance is man-hours and said unit shall include the cost of traffic control personnel, vehicles, equipment, administrative or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidders traffic control personnel, vehicles, equipment and administrative costs. The line item unit price used in the proposal is the price per manhour established by the contracting unit for these services and is the same unit price to be used by the contracting unit when billing the Contractor. No additional compensation over and above the established unit price multiplied by the approved number of man-hours worked will be due the Contractor.

For this contract, the estimated number of man-hours listed in the proposal is based on one uniformed officer at any one work area. The Contractor shall provide any additional traffic direction personnel/flagmen to assist if and where required due to the nature of the work and extent of the work area.

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with Section 17 of P.L. 1971, c. 198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed.

#### 1-6.4.5 SURFACE DRAINAGE. - Supplement to General Conditions Article F 6.4

The Contractor shall furnish all necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any surface drainage occurring during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be deemed included in the unit or lump sum prices for the various items of work to be done under the Contract.

#### 1-6.4.6 ENGINEER'S FIELD OFFICE. - Supplement to General Conditions Article F 6.4

If not waived by the terms of the proposal and contract agreement, the contractor shall furnish Engineer's Field Office, provide the necessary utilities for same, including heat, light, potable water, power, telephone, toilet facilities, janitorial supplies and services, and waste disposal, and shall pay all costs associated with same and fully complying with the following particulars. No separate payment will be made for these facilities and all costs related to same are to be included in the respective bid prices in the Proposal.

#### 1-6.5 DOMESTIC MATERIAL - Supplement to General Conditions Article F 6.5

The contractor during the course of this contract agrees to use, supply or deliver only such manufactured articles, materials and supplies as have been manufactured in the United States substantially from articles, materials and supplies mined, produced or manufactured in the United States, wherever available.

#### 1-6.17.1 SANITARY-REGULATIONS. - Supplement to General Conditions Article F 6.17

Toilet accommodations properly secluded from observation shall be erected and maintained by the Contractor, in such a manner and in such locations as approved by the Board of Health, and their use shall be strictly enforced.

The building of shanties or other structures for housing the men, tools, machinery or supplies, will be permitted only at approved places and the sanitary conditions of the ground in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

#### 1-6.17.2 FINAL CLEANING. - Supplement to General Conditions Article F 6.17

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

The Contract shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

## 1-6.20.2 PROTECTION OF WORK UNTIL COMPLETION. - Supplement to General Conditions Article F 6.20.2

During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Contractor shall take proper precautions to protect the finished work from loss or damage, pending completion and the acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the contractor shall forthwith repair, replace and make good the work without additional compensation or extension of time therefore, except as may be otherwise provided herein.

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

The contractor shall provide for the removal of all dirt spilled from the trucks on existing pavements over which it is hauled, or which is washed or otherwise deposited thereon by reason of his work, whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage or to create a traffic hazard.

Costs incidental to the maintenance of existing roadways as herein described, shall not be paid for under any specific item but shall be included in the unit prices bid for other items scheduled in the Proposal. In the event that the contractor fails to maintain safe traffic conditions and job conditions, the Municipality may after failure of the contractor to provide safe traffic conditions, hire guards or take such precautions to safeguard traffic, and the cost of same shall be deducted from payment due the contractor.

## 1-6.20.3.1 <u>CARE OF PUBLIC AND PRIVATE PROPERTY</u> - Supplement to General Conditions Article F 6.20.3

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Plans. This applies to the public utilities, railroads, trees, monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a first class condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, upon forty-eight hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under this Contract.

Nothing in this clause shall prevent the Contractor from receiving proper compensation for his costs incurred because of the removal or replacement of any public or private property, when this is made necessary by alteration of grade or alignment, or any such work authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

## 1-6.20.3.2 PROTECTION AND REPLACEMENT OF SUBSURFACE STRUCTURES AND UTILITIES - Supplement to General Conditions Article F 6.20.3

The plans may show certain but not all subsurface structures known to exist in the working area. The Contractor shall particularly note that the indicated locations of subsurface water, gas, electric, telephone, sewerage and drainage systems in the area may be quite different from their actual locations and that there may be some subsurface structure or utility encountered that is not shown on the plans. Therefore, it shall be his responsibility to proceed with caution in executing the work, so as to prevent undue interruptions of utility service to property owners and damage to structures or utilities, or injury to workmen or others.

The Contractor will be held responsible <u>FOR ALL DAMAGES</u> to all utilities or other underground or surface structures whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them <u>IF THEY ARE DAMAGED AS A RESULT OF OPERATIONS UNDER THIS CONTRACT.</u>

In the event that <u>UNDERGROUND STRUCTURE OR UTILITIES</u> are disclosed by the Contractor's operations <u>THAT OCCUPY THE SAME SPACE AS REQUIRED BY INSTALLATIONS UNDER THIS CONTRACT</u>, the Contractor shall notify the Engineer and await his orders concerning the removal and replacement of said structures or utilities. The procedures regarding compensation in this event will be as follows:

- a. Where it develops that the utility company will remove and relocate the structure or utility at its own expense and with its own forces, no compensation therefore will be due the Contractor.
- b. Where the utility company will not assume the expense but exercises its right to perform the work with its own forces, the Contractor shall pay the cost incurred upon being presented with a bill for the same, and will in turn be reimbursed by the Owner for the amount paid thereon plus five percent (5%).
- c. Where the Contractor has to perform the work of removal and relocation with his own forces, he shall be reimbursed as set forth under Article G 10.1.1, entitled, "Extra Work Increased Compensation". This provision shall likewise apply to instances under (a) and (b) above, where the contractor's forces or equipment are required for only a portion of the work.

Wherever gas mains, petro-chemical mains, electrical or heating ducts, electric, telephone, or telegraph poles or ducts, private or municipal water mains are encountered and service may be interrupted, the Contractor shall keep the Owner utility company or department fully informed in advance of any changes he desires to make. The Contractor shall cooperate with the utility company or department in the removal, relocation, and replacement of such structures, so as to avoid all unnecessary interruption of service. He shall arrange with the owners of the utilities for this work to be done.

If, in the opinion of the Engineer, it is necessary to install temporary lines, to prevent interruptions in utility service to residents, the Contractor shall install or have installed the temporary lines necessary to provide service. He shall maintain and protect such lines during the course of the work and shall remove them when permanent connections have been made unless otherwise directed by the Engineer. The costs therefore shall be assumed by the Contractor in all cases excepting only where the structure or utility requiring such temporary replacement, occupies the same space as that needed for installations under this Contract, in which event the procedures for compensation listed under (a), (b) and (c) in this Article will be followed.

Such work shall be performed to the satisfaction of the Engineer.

Where the Owner's storm drains, sewer lines, or water mains are encountered and repair, replacement, or relocation is necessary before work can proceed, the Contractor shall carry out the work promptly as directed by the Engineer.

### 1-6.20.4 ACCIDENT PREVENTION AND FIRST AID - Supplement to General Condition F 6.20

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions and applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and Health Standards (29CFR 1926/1910), including amendments and supplements to date, published by the U.S. Department of Labor, Occupational Safety and Health Administration, to the extent that such provisions are not in

contravention of applicable law. The Contractor shall provide suitable barricades, red lights, "Danger" or "Caution" signs and watchmen at all places where the work constitutes in any way a hazard to the public, or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work.

#### 1-6.20.4.1 CONTRACTOR'S SIGNS. - Supplement to General Conditions Article F 6.20

The Contractor shall erect and maintain safety signs, temporary barricades, temporary fences, and take all precautions to guard against all dangers and hazards, as are necessary in the opinion of the Engineer in the interest of the public health and safety.

Signs shall be of suitable size to be readily seen and shall be black letters on orange background. Barricades, drums and like items shall be standard orange and white stripped. Warning and detour signs and barricades and other safety devices shall be reflectorized painted or lighted, and maintained.

### 1-6.20.4.2 WATCHMEN & FLAGMEN - Supplement to General Conditions Article F 6.20

Watchmen and/or Flagmen shall be furnished and shall be on duty appropriate to carry out the Contractor's responsibility for safety and protection.

#### 1-6.23.1 WORKING DRAWINGS - Addition to General Conditions Article F 6.23

The Contractor shall promptly prepare and submit layout, detail, and shop drawings for such parts of the work as specified hereafter under the specifications for materials, workmanship and Contract Items. These drawings will be known as "Working Drawings."

The drawings shall be numbered to coincide with the Division and article of the specifications related to same, and consecutively numbered for all individual drawings for a particular item or items related to the particular division and article and shall accurately and distinctly present the following:

- All work and erection dimensions.
- b. Arrangement and sectional views.
- Necessary details, including complete information or making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each drawing shall be dated and shall contain the name of the project, contract number, Contract Item and paragraph number, names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work. The Engineer may decline to consider any working drawing that does not contain complete data on the work and full information on related matters.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and on the subject drawing or drawings. Otherwise, approval of such submittals shall not constitute approval of the departures. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material equipment or apparatus shown or indicated. The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

The procedure in seeking approval of working drawings shall be as follows:

a. The contractor shall submit for approval two prints and one reproducible sepia copy, or six prints in the case of manufacturer's catalogue "cuts" and similar items, of each of the drawings to the Engineer. The submission of drawings shall be accomplished by letter of transmittal in duplicate,

- containing the name of the project, the name of the Contractor, the number of drawings, titles, and other requirements.
- b. When a drawing is satisfactory to the Engineer, it will be stamped "NO EXCEPTIONS TAKEN", be dated, and two copies thereof will be returned to the Contractor by letter.
- c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "REVISE AND RESUBMIT", or "REJECTED", and will return one copy thereof to the contractor with the necessary corrections and changes indicated. The Contractor must make such corrections and changes and again submit two prints and one reproducible sepia copy of the drawing for approval, within five (5) working days of the date of rejection.

The Contractor shall revise and resubmit the working drawings as required by the Engineer, until "NO EXCEPTIONS TAKEN" thereof is obtained.

## 1-13.2 <u>INSPECTION</u>. - Supplement to General Conditions Article F 13.2

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefore.

Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the Owner, neither shall it be construed as barring the Owner at any subsequent time, from the recovery of damages or of such a sum of money as may be needed to build anew any portion of the work in which fraud was practiced or improper materials hidden, or used, wherever found.

## 1-13.3 <u>NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR</u>. Supplement to General Conditions

Article F 13.3

Certain items in the work will require special inspection by the Engineer and/or his inspectors. The Engineer will so specify these items to the Contractor during the course of the work; whereupon the Contractor, before proceeding with such specified items, shall give two working days written notice in advance to the Engineer, for the purpose of scheduling and providing such inspection service.

#### 1-13.10 STOPPING WORK - Supplement to General Conditions Article F 13.10

The Engineer, acting as the Owner's representative, may stop, by written order, or a verbal order confirmed in writing within twenty-four hours, any work or any part of the work under the Contract if in his opinion the methods or materials employed are unsafe, improper or defective. No payment for downtime will be made. When work is so stopped, it shall not be resumed until the methods or conditions are revised to the satisfaction of the Engineer, which must be signified in writing. Work may also be stopped by the Engineer or required to be postponed for an adequate period of time if the work interferes with, or unduly interrupts the operation of existing utilities. The Contractor is required to fully inform himself as to the nature and location of existing utilities within the project area, all locations of actual or potential interference, and coordinate the activities of affected utilities regarding any necessary temporary or permanent relocations to minimize possible or actual delay to planned progress.

#### 1-18.1 PROJECT PHOTOGRAPHS

<u>IF REQUIRED BY THE TERMS OF THE PROPOSAL</u> and Contract Agreement, only, the Contractor shall provide three sets of acceptable, unretouched 8"x10" glossy, cloth mounted 8-1/2"x11" format, properly identified Preconstruction, Progress, and Final Construction Project Photographs comprising not less than the total number of individual prints stipulated in the proposal, with the cost of same included in the various prices bid. All project photographs shall conform with the following particulars and be delivered as required hereinafter.

#### 1-19.1 ABBREVIATIONS

Where any of the following abbreviations are used in the Specifications they shall have the meaning set forth opposite each.

> ACI American Concrete Institute ASTM American Society for Testing Materials ASCE American Society of Civil Engineers AWWA American Water Works Association American Society of Mechanical Engineers ASME

National Bureau of Standards

NBS American Institute of Electrical Engineers AIEE

American Association of State Highway Officials AASHO National Electrical Manufacturers Association NEMA

NEC National Electric Code. latest edition **AISC** American Institute of Steel Construction ASA American Standards Association

**AWS** American Welding Standards

#### FEDERAL SPECIFICATIONS

Federal Specifications issued by the Federal Supply Service of the General Services Administration, Washington, D.C.

#### 125 LB. AMERICAN STANDARD

American Standard (ASA B16.1-1948) for Cast Iron Pipe Flanges and Flanged Fittings, Class 125

USS GAUGE United States Standard Gauge

N.J.D.O.T.S.S. New Jersey Department of Transportation Standard Specifications, 2007 (as amended)

GPD Gallons per day MGD Million gallons per day GPM Gallons per minute CFS Cubic feet per second

### **SPECIFICATION ABBREVIATIONS**

Omission in wording. For brevity, some sentences are incomplete and such words and phases as "the contractor shall", in conformity therewith", "shall be", "as noted on drawing", "according to the drawings", "a", "an", "the" and "all" which clutter up most specifications are sometimes omitted. They shall be supplied by the reader.

The contractor shall provide all items, articles, materials, operating methods lists, mentioned or scheduled on drawings or in specifications, including all labor, materials, equipment, incidentals necessary and required for their completion.

Approvals, etc., wherever the words "approved", "satisfactory", "direct", "submitted", "inspected" or similar words or phrases are used, it shall be assumed that the word "Engineer" or one of their representatives follows the verb as the object of the clause, such as "approved by the Engineer" and "submitted to the Engineer".

References to the Standard Specifications or manufacturer's installation directions shall mean to the latest edition thereof, as published prior to the date of the agreement unless otherwise indicated.

Terminology: Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

1. "Acceptable", "equal to", "proper", and other qualifying terms imply the judgment by the Architect/Engineer.

- 2. "Approved", or "Approval" means any equipment, item or material approved by the Architect/Engineer.
- 3. "Approved equal" means any equipment, item or material approved by the Architect/Engineer as equivalent to the specified equipment, item or material.
- "Concealed" means work which is not exposed to view when the project is complete.
- "Exposed" means work which remains exposed to view when the project is complete.
- 6. "Delivery" means unloading and storing at the site.
- 7. "Furnish" means to supply and deliver to the job.
- 8. "Governmental" means all Municipal, County, State and Federal government agencies.
- 9. "Install" means complete erection and connection of work.
- 10. "Piping" includes piping and all fittings, valves, hangers and other accessories related to piping.
- 11. "Provide" means "furnish" and "install" as defined above.
- 12. Words in singular form shall include as many such devices as are required to complete the work.

#### 1-20 EXISTING UTILITIES

Prior to the start of any excavation work, the contractor shall contact the various utility companies in order to obtain firsthand information of underground piping and conduits:

One recommended number to call for various private utilities is 1-800-272-1000.

The following are to be notified at least two working days in advance of any temporary restriction to traffic, or detours related to construction activity:

#### **COMCAST CABLE TELEVISION**

3370 State Highway 42 N Blackwood, NJ 08012 (856) 295-2494

#### **VERIZON OF NEW JERSEY**

10 Tansboro Road Berlin, NJ 08009 (856) 753-1423

#### **SOUTH JERSEY GAS COMPANY**

1 South Jersey Place Atlantic City, NJ 08401 (609) 561-9000

#### **DEPARTMENT OF PUBLIC WORKS**

25 Industrial Drive Willingboro, NJ 08046 Telephone – 609-877-2200

## WILLINGBORO POLICE DEPARTMENT

2 Salem Road Willingboro, NJ 08046 Telephone – 609-877-3001

The municipal police department is to be notified at least two working days in advance of any temporary restriction to traffic, or detours related to construction activity.

## SPECIFICATIONS

## **DIVISION 2 - SITE WORK**

## **TABLE OF CONTENTS**

<u>SECTION</u>		PAGE NO.
2A	CLEARING AND PREPARATION OF SITE	2-2
2B	SOIL EROSION AND SEDIMENT CONTROL	2-4
2C	ENVIRONMENTAL PROTECTION MEASURES	2-6
2D	EXCAVATION AND BACKFILL	2-8
2E	STONE AND IMPORT FILL	2-15
2F	CONCRETE SITEWORK	2-21
2G	TOSOIL, FINE GRADE, FERTILIZE, LIME, AND SEED	2-37
2H	CLEANUP AND RESTORATION	2-41

#### **SECTION 2A - CLEARING AND PREPARATION SITE**

#### WORK INCLUDED

Clearing Site shall consist of removing all natural and artificial obstacles and material from the construction areas and such other areas as may be specified. The above work includes, if applicable, the removal and resetting of street and road signs, mailboxes, fences, guardrail, removal of trees, shrubs, stumps, roots, brush, and grubbing and any other structures as directed by the Engineer.

Clearing site shall also include provisions for mobilization, demobilization and general site clean-up during all phases of work *and* at the conclusion of the job.

Clearing and preparation of site shall also include provisions for soil erosion and sediment control measures, as shown on the plans, and/or required by the governing Soil Conservation District, if and where shown / required.

Clearing limits and/or additional vegetation or structures to be removed shall be verified at a site meeting of the Engineer and Contractor a minimum of 48 hours prior to any disturbance is scheduled. Protection of trees to remain is to be in accordance with the details in the contract drawings. Any existing trees at or near the proposed edge of disturbance shall be evaluated and, at the discretion of the Engineer, either removed or protected and saved.

The work also includes the milling of the existing basketball court and its associated amenities, the removal and disposal of existing concrete curb, walkways, benches, trees, and tree stumps. Any associated concrete foundations or subbase materials shall be removed at no additional costs for all items specified for removal. Restoration, including filling, grading, and topsoil to meet adjacent grade shall be included in this item. The contractor shall coordinate any potential reuse of materials with the Township prior to disposal.

Existing improvements, adjacent properties, utilities and other facilities and trees or landscaping that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations. Areas within the contract limits shall be cleared of all vegetation such as trees, logs, stumps, roots, downed trees, brush, grass, weeds and all other objectionable material as directed by the Engineer. Removal of large trees as directed by the Engineer shall be under the direct supervision of a N.J. Licensed Tree Expert utilizing forestry/tree removal equipment appropriate for safe removal of trees and the protection of public and private properties and utilities.

Temporary six foot tall chain link fence or safety orange construction fence is required around the perimeter of the site to protect the general public from the construction activities, the staging area and at the discretion of the engineer. Said protection measures will be maintained on a daily basis to protect all active construction areas, newly installed surfaces and construction equipment/supplies from unauthorized access and/or damage during the contract time. Protection measures shall be installed as indicated on the plans. Methods and materials for said protection measures shall be approved by, and coordinated with, the Owner and Engineer. Separate payment for said protection measures will not be made. Cost of same shall be included in price bid for Clearing and Preparation of Site, Mobilization, and Demobilization.

When or where any direct or indirect damage or injury is done to public, or private property, by or on account of any act or omission, neglect or misconduct, on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor at his expense, to a condition equal to or better than existing before such damage or injury was done, or the Contractor shall provide compensation for the damage or injury in such other manner as may be acceptable to the Owner and/or Engineer.

#### MEASUREMENT AND PAYMENT

Pay Item Pay Unit

CLEARING AND PREPARATION OF SITE, MOBILIZATION,

AND DEMOBILIZATION LUMP SUM

REMOVE EXISTING CURB OR ROLLED CURB AND GUTTER LINEAR FOOT

REMOVE EXISTING BRICK BORDER LINEAR FOOT

REMOVE EXISTING WALKS SQUARE YARD

Separate payment will not be made for the items associated with clearing site for which individual pay items have not been provided in the contract. Payment shall be included in the Lump Sum price indicated in the bid form for Clearing Site and Preparation of Site, Mobilization, and Demobilization, and/or the prices bid for all items requiring the same.

Separate payment will not be made for items associated with site protection including but not limited to temporary chain link fence and safety orange construction fence. Payment for same shall be in the price bid for Clearing and Preparation of Site, Mobilization, and Demobilization.

Compensation for labor and materials required for soil erosion and sediment control measures, tree save measures, all pruning, tree and limb removal, field dressing, removal of dead vegetation, and disposal as required by the Engineer shall be included in the bid price for Clearing and Preparation of Site, Mobilization, and Demobilization.

Payment for removal of existing curb, curb gutter, and brick curb will be made at the linear foot price bid for said items as listed in the Bid Form for quantities actually removed. Said prices shall include removal of all subbase materials, and labor for full removal of items.

Payment for removal of existing walkways will be made at the square yard price bid for said items as listed in the Bid Form for quantities actually removed. Said prices shall include removal of all subbase materials, and labor for full removal of items.

Payment for removal of existing trees and tree stumps will be made at the unit price bid for said items as listed in the Bid Form for quantities actually removed. Said prices shall include removal of all subbase materials, and labor for full removal of items. Tree removal and tree stump removal shall include all stump grinding and restoration.

A portion of the bid amount for Clearing and Preparation of Site, Mobilization, and Demobilization based on the approved schedule of values will be retained until final clean-up, restoration, punch lists, and demobilization are complete.

#### SECTION 2B - SOIL EROSION AND SEDIMENT CONTROL

#### WORK INCLUDED

"Soil Erosion and Sediment Control" shall include the furnishing of all materials, labor, and equipment necessary for implementing proper measures to reasonably control soil erosion from construction operations and prevent excessive flow of sediment from the construction site. Such work may include the installation of water diversion structures, diversion ditches and sediment basins, compaction testing, compaction mitigation, seeding and mulching, and sodden critical areas to provide temporary protection. All work shall be performed in accordance with the approved soil erosion plan and detail sheets.

#### **MATERIALS**

Materials shall conform to the requirements of appropriate articles of "Standard for Soil Erosion and Sediment Control in New Jersey" as adopted January 2014, revised July 2017 and the Standard Specification for Road and Bridge Construction of the New Jersey Department of Transportation, 2007 as added to and amended. Such standard specifications are made part of the specifications by this reference and will not be repeated herein. In case of conflict between the above-mentioned requirements, the standard requiring the higher in terms of quality of materials and workmanship shall prevail.

#### METHODS OF CONSTRUCTION

The work on soil erosion and sediment controls shall include, but not be limited to the following:

- All soil erosion and sediment control practices on this project shall be constructed in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey", or as approved for this project.
- 2. The smallest practicable area of land shall be exposed at any one time during the project and wherever feasible, natural vegetation shall be retained and protected. Stripping of vegetation, grading or other soil disturbance shall be done in a manner which will minimize soil erosion.
- 3. A schedule of construction operations shall be submitted to the Engineer for his approval.
- 4. A 72-hour notice shall be given to the Engineer prior to the start of construction or grading. This notice can be verbal but must be followed by a written statement not less than forty-eight (48) hours prior to start-up.
- 5. All soil erosion and sediment control devices shall be in place prior to any major soil disturbance or installed and removed in their proper sequence to allow for further operations on the site.
- 6. All sediment control structures shall be checked and maintained on a regular basis and all basins shall be cleaned periodically when storage capacity is affected by siltation.
- During construction, any additional control measures as deemed necessary to prevent erosion or control sediment beyond those measures shown on the approved plans shall be installed or employed at the direction of the Engineer.
- 8. After completion of construction, soil and sediment controls shall be left in place until all disturbed areas are stabilized.
- 9. Disturbed areas including roadway embankments shall be maintained in a rough graded condition and temporarily seeded and/or mulched until proper weather conditions exist for the establishment of permanent vegetative cover.
- 10. All areas disturbed by grading on which permanent or semi-permanent seeding or temporary seeding have not been made and all slopes with a grade steeper than 2:1 shall be treated by mulching. The mulch shall be applied at a rate of 2 tons per acre or equivalent measure, according to State standards.

- 11. All areas disturbed by grading including soil stockpiles, which will not be used or constructed upon a period greater than thirty (30 days) shall be temporarily seeded and protected as required.
- 12. All areas disturbed by grading which will not be constructed upon within six (6) months are to be stabilized with a permanent type seeding and fertilizing.
- 13. Prior to installation of required topsoil in open areas, all compaction testing, and/or compaction mitigation measures (tilling or discing) to the subsoils, shall be completed, as set forth in the "Standards for Soil Erosion and Sediment Control in New Jersey", specifically the 'Standards for Topsoiling' and the 'Standards for Land Grading'. All compaction testing shall be completed in the presence of the Engineer.
- 14. All disturbed areas shall be topsoiled, limed, and fertilized prior to both temporary and permanent seeding in conformance with charts and tables as set forth in the "Standards for Soil Erosion and Sediment Control in New Jersey".
- 15. Hay bales shall be deemed unacceptable filter material in areas greater than one-half (1/2) acre.
- 16. Access and haul roads shall be protected with stone access strips and coarse stone filters in appropriate locations.
- 17. Fording of streams shall be kept to a minimum and where frequent crossings are contemplated, temporary bridges or culverts shall be constructed.
- 18. Storm drainage inlets are to be either capped or protected by temporary filter devices to prevent the entry of sediment carried by run-off water until vegetation and/or paving is established as planned.
- 19. Wherever well points, pumps, or other dewatering methods are used, care shall be taken to provide for the elimination of said dewatering.
- 20. All drainage swales shall be parabolic in shape unless otherwise noted and shall conform to SCS design and standards.
- 21. Drainage swales and other structures shall be located in the field so as to retain as much of the original vegetation as possible, especially large trees.
- 22. Soils having a pH of 4 or less or containing iron sulfide shall be covered with a minimum of 12 inches of soil having a pH of 5 or more before seed bed preparation. The added soil shall be limed as above.
- 23. Roadways shall be swept at the end of each working day by the Contractor. When deemed necessary by the Engineer, the Contractor shall have the roadways swept by a mechanical sweeper. Same shall be provided at no additional cost to the Owner.

### MEASUREMENT AND PAYMENT

Separate payment for soil erosion and sediment control will not be made. Payment for Soil Erosion and Sediment Control, including all work and materials as detailed above and required by the soil erosion control plan and Soil Erosion Certification, including the removal of such measures at completion of the construction project or at such time when all disturbed areas are stabilized, shall be included in the price bid for items requiring same.

Separate payment for soil erosion and sediment control will not be made, including all compaction testing, and/or compaction mitigation (tilling or discing) measures. Payment for Soil Erosion and Sediment Control, including all work and materials as detailed above and required by the soil erosion control plan and FSCD Certification, including the removal of such measures at completion of the construction project or at such time when all disturbed areas are stabilized, shall be included in the price bid for items requiring same.

#### **SECTION 2C - ENVIRONMENTAL PROTECTION MEASURES**

#### WORK INCLUDED

The Contractor shall install, perform and maintain all environmental protection measures as detailed herein and as shown on the drawings. This section shall apply to all areas of work requiring same and in cases of conflicts with other sections, this section shall govern.

#### SPILL PREVENTION, REPORTING AND CLEAN UP

The Contractor shall take precautions to prevent hazardous materials spills. Should a spill occur, the Contractor shall immediately inform the Owner and his Engineer, and shall at Contractor's cost make such reports and complete such clean-up efforts as are required by Federal, State and local regulations. In the event of a spill, the Engineer will call the New Jersey Environmental Action Hotline at (609) 292-7172.

The Contractor shall supply and have on-site at all times, a supply of absorbent booms and other approved materials to isolate and contain possible spills and divert same from catch basins and water courses.

#### **EROSION CONTROL**

The Contractor shall install and maintain soil erosion and sediment control measures as indicated on the drawings and as directed by the Engineer.

#### STOCKPILING

The Contractor shall use environmentally suitable stockpiling sites for the purpose of storing materials, equipment and suitable backfill material. Environmentally suitable sites shall be level, devoid of mature stands of natural vegetation, and be removed from drainage facilities and features, wetlands, streams and stream corridors.

Portions of the construction sites within the construction area boundaries may be utilized as environmentally suitable stockpiling areas.

The Contractor shall use silt fence barriers and shall erect temporary fencing or other barriers to mark the boundary of the stockpile areas. Where fill is to be stored in excess of 14 days, the Contractor shall employ a suitable means of protecting excavated material from wind and water erosion. Erosion control methods may include one or more of the following: mulching, sprinkling, snow fencing, burlap fencing and gravel covering.

Proposed erosion control methods shall be submitted by the Contractor to the Engineer at the Pre-Construction Conference.

#### **DUST CONTROL**

The Contractor shall furnish labor, water spray equipment and water, mechanical sweeping equipment, hand brooms, and any other equipment required for control of dust on the project streets or parking lots and any adjacent streets used by the Contractor for access to the project.

As often as required during each working day and particularly prior to each working day's conclusion, areas under immediate construction (including access roads and other area affected thereby) will be swept clean and wet down sufficiently to lay dust to the Engineer's satisfaction. In addition, these areas will be wet down during non-working hours (including weekends) as often as required to keep the dust under control.

The use of calcium chloride or petroleum products for dust control and soil stabilization is prohibited.

#### **NOISE CONTROL**

The Contractor shall be responsible for maintaining noise levels to within acceptable limits. To accomplish this he shall limit the number of machinery in operation to only those required, by requiring all equipment to have adequate mufflers, and by limiting construction activities to hours between 8:00 a.m. and 4:30 p.m. except for essential operations such as dewatering.

## PROHIBITED CONSTRUCTION PROCEDURES

- 1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or at unspecified locations;
- 2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any surface waters;
- 3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors, or any wetlands;
- Damaging vegetation adjacent to or outside of the access road or the right-of-way;
- 5. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations;
- 6. Permanent or unspecified alteration of the flow line of the stream, and
- 7. Open burning of project debris.
- 8. Location of storage stockpile areas in ESA's.
- 9. Disposal of excess or unsuitable excavation material in wetlands or floodplains, even with permission of the property owner.

#### **PAYMENT**

Separate payment for environmental protection measures will not be made. Payment for environmental protection measures shall be included in the price bid for items requiring same.

#### SECTION 2D - EXCAVATION AND BACKFILL

#### WORK INCLUDED

The work includes all topsoil stripping/removal, excavation, cuts, fills, import material (if required), backfill, grading, compaction, soil erosion and sediment control compaction mitigation measures, and associated work necessary for the construction of the structures, park facilities, pipelines, inlets, manholes, drainage basins, basin embankments and appurtenances as shown on the plans or required to complete the work per intent of the specifications.

The Contractor is responsible to establish earthwork quantities to complete all cuts and fills and in order to arrive at the lump sum bid prices for earthwork items listed in the proposal. **Under no circumstances** will additional payment be considered for earthwork bid items required to construct the improvements in accordance with the plans and specifications.

Excavation, fill and backfill work includes transportation, storage in temporary stock piles, backfill, selection, placing and compaction of the various classes of fill and the disposal of unsuitable or surplus materials at approved locations provided by the Contractor. This shall include any and all excavation.

#### **TOPSOIL SEPARATION**

The Contractor shall remove and stockpile all topsoil prior to commencing excavation unless he can demonstrate that he can satisfactorily separate the topsoil from other soils during the work. No topsoil shall be removed from the project site without written consent from the Owner.

All areas to be seeded or sodded shall be topsoiled with <u>approved</u> topsoil onsite or imported if required, to the limits approved by the Engineer. Onsite topsoil shall be tested and amended as necessary to meet the topsoil specifications detailed on the plans and within these specifications. Separate payment for testing and amending the onsite topsoil will not be made.

Imported topsoil shall be inspected for approval by the Engineer prior to delivery to the site by representative samples or by visit to the material source. Separate payment for imported topsoil, if used, will not be made.

#### SOIL EROSION AND SEDIMENT CONTROL COMPACTION MITIGATION

Prior to the installation of the required topsoil, 5" unless otherwise noted, in all open areas, compaction testing, and/or compaction mitigation measures (tilling or discing) to the subsoils, to a depth of 6", shall be completed, and as set forth in the "Standards for Soil Erosion and Sediment Control in New Jersey", specifically the 'Standards for Topsoiling' and the 'Standards for Land Grading'.

All compaction testing shall be completed in the presence of the Engineer.

## **EXCAVATION AND CLEARANCES**

The excavations shall be made to conform with the lines of the finished structures wherever practical. The excavations shall not be carried below the required subgrades. The trench in which pipe, manholes or inlets are to be constructed shall be excavated from the surface and to such depths, and widths (not less than 12 inches nor more than 24 inches greater than the maximum external dimension of the structure) as will give suitable room for bracing and supporting, pumping and draining, and for removing from the excavation any material which the Engineer may deem inadequate for foundation. Any surplus material shall be distributed on the site or removed as directed by the Owner. All excavations shall be of sufficient width to permit work to be done competently, and safely.

The length of the trench to be opened or the area of the surface to be disturbed and restored at any time will be limited by the Owner with regard both to expeditious construction and convenience to the Owner.

New trenches will not be excavated if previous trenches are in need of backfilling or labor is needed to restore the surface of the ground to a safe and proper condition.

All excavations for pipelines shall be clear of boulders, rocks, masonry or other similar material which shall be excavated to a level at least six inches below the bottom of the pipe, and shall be fully refilled with approved material mechanically compacted to provide a stable subbase. Rock or boulders shall be removed from sides of trenches to 12 inches minimum outside the wall or the pipe, unless permission to do otherwise is expressly given. Gravel or stone bedding shall be provided, placed and compacted to the minimum depths when indicated on the plans or as ordered by the Engineer. The bottom of the trench shall be excavated where the earth is suitable for good foundation to the form and size of the lower portion of the pipe or other structure, so that there shall be full and adequate support for the structure which is to be built on it. Ample excavation shall be made under and around the pipe joints for joining and to relieve the bell of shearing forces.

#### **UNAUTHORIZED EXCAVATION**

Special care will be taken with the final six inches of all excavations. In no case shall the excavation be carried below the required subgrade by machine and backfill used to establish the required grade. Where the excavation has been carried below subgrade, the Contractor shall, at his own expense refill such areas with compacted 3/4 inch graded gravel or crushed stone to insure the stability of the structure or pipe. If the Contractor excavates below the required subgrade for structures, the over-excavation shall be filled with material subject to the requirements of the Engineer and may include 2000 psi concrete if so ordered by the Engineer, at no additional cost to the Owner.

#### SHEETING AND BRACING

The Contractor shall fully comply with the applicable requirements of Federal and New Jersey OSHA.

Where necessary for safety or to prevent disturbance, damage or settlement of adjacent structures, pipelines utilities, improvements or paving, excavations shall be sheeted and braced. Any damage to new or existing structures occurring through settlement, water or earth pressure, or other causes due to inadequate construction procedures of the Contractor in any manner, shall be repaired by the Contractor at his own expense.

#### DEWATERING AND PROTECTION FROM FLOODING

The Contractor shall dewater the excavations promptly and continuously throughout the progress of the work and shall keep the excavations dry at all times until the structures to be built therein, are completed. Where work is to be performed below groundwater level, the Contractor shall provide, operate and maintain dewatering facilities sufficient to maintain the excavation free from groundwater for the time required to complete the work in the proper workmanlike manner.

The Contractor shall protect uncompleted work from flooding during storms or from other causes. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.

All necessary precautions shall be taken to prevent disturbance of, and to properly drain, the areas upon which concrete is poured, and upon which pipe is to be laid. All concrete shall be kept dry for one month after pouring.

#### **BACKFILLING EXCAVATIONS**

The Contractor shall backfill excavations around structures, underneath paved areas, sidewalks, and other areas sensitive to settlements with on site material, if acceptable, which shall be compacted to 90 percent of its modified proctor density determined in accordance with ASTM Specifications D-1557-72T.

All lumber, braces, construction articles, and rubbish shall be carefully removed from behind walls of structures and from other excavations to be backfilled. Unless otherwise specified, all trenches or excavations shall be backfilled and compacted to the original ground surface or to such grades as shall be required. The backfilling outside building walls shall be done in accordance with good practice to prevent after-settlement around all structures and pipelines, and with appropriate equipment to protect same from damage.

The Engineer reserves the right to make such selection of the material for various portions of the backfill as may be required for the satisfactory execution of the work.

Backfill shall not be placed on ground that is frozen, nor shall backfill material be permitted to freeze during placing and compaction.

As soon as practical after the pipe or masonry has been placed and the concrete has acquired satisfactory strength, as determined by the Engineer, the backfilling shall begin and shall be expeditiously completed.

The Contractor shall utilize approved mechanical vibratory compaction equipment to thoroughly consolidate backfill. The backfill shall be installed in approved lifts and compacted to achieve maximum consolidation and minimize subsequent settlement. All backfill in embankments shall be thoroughly compacted by rollers of approved size, type and weight for the particular fill materials.

#### SITE GRADING

All fill required to provide site grading in accordance with the construction plans shall be of clean material derived from on site general excavation as found suitable by the Engineer or imported material approved by the Engineer. Application of this material shall be as noted in following section entitled "Additional Excavation and Fill". Clay core material shall be furnished and installed per the plans and/or as directed by the Engineer. Representative samples and permeability test results shall be submitted and approved prior to placement of the material. No separate payment will be made for import fill.

#### ADDITIONAL EXCAVATION AND FILL

Wherever undisturbed material found at the grades shown on the plans for the footings or pipe inverts is not satisfactory in the opinion of the Engineer, the Contractor shall make any additional excavations and disposal of excavated material as directed by the Engineer, and shall refill excavations to the required grade with compacted suitable fill material. The fill material shall be as specified under other applicable sections of these specifications.

Fill material shall be spread in uniform horizontal layers that when compacted shall not exceed 8 inches in thickness. Each lift shall be compacted to 95% of its modified proctor density in accordance with ASTM D-1557-72T. The moisture content of the fill material shall be changed when necessary to attain the specified density. Changing of the moisture content of the fill material shall be accomplished by aerating the soil or by adding water to the fill as required. If wetting or drying is required, each lift shall be thoroughly mixed to insure a uniform distribution of moisture. Compaction shall be accomplished by equipment designed for compacting the type of fill being used as approved by the Engineer. The Contractor shall establish operating procedures to obtain uniform coverage of the area being compacted. During construction, the surface of the fill shall be graded to permit runoff of surface water at all times.

NOTE: All excavated material shall be evaluated by the Engineer or his representatives for the suitability of its re-use within the project for fill material. If the excavated material is found suitable, same shall be used for fill and placed in other locations of the project and compacted in accordance with current NJDOT specifications. Payment for all costs associated with the removal, replacement and compaction of this material as directed by the Engineer shall be included in the unit price bid for all items requiring same.

#### **BACKFILLING TRENCHES**

No trench or other excavations shall be backfilled until the structure or pipeline in it has been examined and approved. Immediately after inspection and approval the trench or other excavation shall be carefully backfilled with the suitable select excavated material and/or other material as detailed or ordered. Whenever the Engineer deems the excavated material unsuitable for backfilling the Contractor shall furnish acceptable material as may be order by the Engineer. No large rock or frozen earth shall be put in the trench. Suitable material shall be used to fill evenly on both sides of the pipe and carefully tamped or rammed so as not to disturb the pipe joints, at the same time making the filled trench thoroughly compact until the filling reaches one foot above the top of the pipe. When the backfilling has been carried to one foot above the top of the pipe, it shall be thoroughly rammed with tools having faces of 25 to 36 square inches and weighing not less than 20 lbs. Rock in pieces weighing more than 50 lbs. shall not be put in the trench. All spaces between suitable pieces of rock shall be thoroughly filled by backfilling in alternative layers of rock and earth. All sheeting shall be withdrawn, unless otherwise ordered to remain in place in writing by the Engineer.

All pipelines and structures shall be maintained throughout the construction and same shall be left in an equivalent condition or improved condition after completion of construction.

Adequate precautions shall be taken to prevent settlement of existing improvements.

In case water, gas pipes, conduits, or other utilities become broken in the prosecution of the work, the Contractor shall give immediate notice to the proper authorities and shall be responsible for any damage to persons or property caused by such breaks.

If house connections or service pipes supplying water or gas are broken during construction, the Contractor shall immediately repair them at his own expense. Delays, such as would result in adjoining buildings having to do without water or gas for a needlessly long period, will not be tolerated. The municipality reserves the right to remedy such delays by ordering outside parties to make such repairs at the expense of the Contractor.

If directed in writing, the Contractor shall make permanent changes in the location of water and gas mains if they are obstructing the new structures to be built. The cost of such changes will be paid for as extra work based on the valuation made by the Engineer and depend on his decision as to whether the work done is or is not included in the work required and bid for by the Contractor under the contract. In rendering all such accounts the Contractor shall itemize both the labor and material involved and provide other information as may be required by the Engineer.

#### UNDERGROUND OBJECTS AND UTILITIES

Information as to the location of existing utilities has been collected from various sources, but the result of such investigations as shown on the contract drawings are not guaranteed as to accuracy. The Contractor is particularly directed to the fact that underground objects or material location, elevation, or type is not warranted to be approximately correct (nor can they be assumed to be the only subsurface objects or materials which may be encountered in the work). The Contractor shall make all necessary investigations to satisfy himself as to the existing conditions prior to bidding work. Any deviation in location and number of subsurface utilities and objects field determined by Contractor should be brought to the attention of the Engineer in accordance with Section F4.2 et. seq. of the Standard General Conditions of this contract.

NJDOT Standard Specifications Section 202.03.09.01 REMOVAL OF EXISTING SANITARY SEWER

The contractor shall remove all sanitary sewer mains, manholes, laterals, risers, and cleanouts as indicated on the plans or as directed. Manholes, mains and laterals shall be flushed clean of all sewage

prior to removal. The manholes, mains, laterals and all debris shall be disposed of in accordance with Subsection 201.09. All manhole castings shall be delivered to the Owner, as directed.

Asbestos cement pipe, if encountered and removed, shall be removed and disposed of in accordance with Section 202.03.09.02, as well as all applicable federal, state, and local requirements, including, but not limited to, current USEPA regulations (NESHAP, 40 CFR 61 Subpart M); OSHA regulations (29 CFR 192658);, the current New Jersey asbestos hazard abatement subcode (N.J.A.C. 5:23-8); the current NJDEP regulations (N.J.A.C. 7:26-1 et. seq.); and notification regulations (N.J.A.C. 5:23-8.6, 40 CFR 61 Subpart M, and N.J.A.C. 7:26-2:12), as well as applicable health and safety monitoring requirements.

### REMOVAL AND DISPOSAL OF ASBESTOS CEMENT PIPE

The contractor shall comply with all applicable Federal, State and local regulations, do all excavation, disconnect from existing structures, cut, remove, handle, wrap, transport and dispose of asbestos cement (transite) pipe in accordance with the local health jurisdiction regarding general safety, security, insurance, pollution and asbestos related requirements.

The Contractor's work shall include all excavation, transportation, procedures backfill, labor, tools, materials and equipment required for the safe removal and disposal of the asbestos cement (transite) pipe. Asbestos cement pipe shall include all such pipe encountered, including, but not limited to, sanitary sewer and water mains, laterals, risers, and cleanouts.

The Contractor shall be responsible for fully informing himself of all regulations that may apply to the above specified activities. Neither the Owner nor its representatives are responsible for informing the Contractor of his legal responsibilities. All references to codes and standards within this specification are made for informational purposes only. They are not intended, nor shall be interpreted, as all inclusive. The Owner and its representatives shall not be liable for the Contractor's negligence in complying with any applicable codes, laws, or regulations not cited in this specification.

In cases of conflict between this specification and any applicable codes, law and/or regulation, the stricter coding shall apply and shall be enforced.

The contractor is advised that the county landfill does not accept transite pipe and accordingly the contractor is responsible for securing a hazardous waste landfill, or other approved disposal facility subject to NJDEP requirements, outside the state which will accept the pipe.

All asbestos removal work shall comply with: the current United States Environmental Protection Agency (USEPA) regulations (NESHAP, 40 CFR 61 Subpart M), National Emission Standards for Asbestos; the current Occupational Safety and Health Administration (OSHA) regulations concerning construction (29 CFR 1926.58); the current New Jersey Asbestos Hazard Abatement Subcode (NJAC 5:23 8); and the current New Jersey Department of Environmental Protection regulations concerning waste transport (NJAC 7:26 1 et. seq.).

The Contractor shall be responsible for all proper notification, including, but not limited to those required by NJAC 5:23 8.6, 40 CFR 61, Subpart M, and NJAC 7:26 2:12.

A copy of the waste manifest indicating the chain of custody and disposal site and date shall be provided for each waste container or truck within five working days of the job completion.

Prior to the commencement of the work, the Contractor shall submit the following:

1. Work schedule including the hours to be worked on a daily basis, and the Contractor's plans for completing the work.

- 2. Copies of all notifications as required by this specification including, identification of the Contractor's waste hauler, the hauler's NJDEP identification number, and intended disposal site of contaminated wastes.
- 3. The name of the testing laboratory providing the Contractor's OSHA compliance monitoring.
- 4. The name and qualifications of the individual who will act as the project supervisor during the asbestos removal portion of the project.

The Contractor is required to provide a fluent English speaking individual to act as a full time representative of the Contractor's organization (i.e. project supervisor) during all activities at the work site. This individual must be authorized to make decisions concerning Scope of Work situations. The name and qualifications of the individual must be submitted at the pre construction meeting, and be approved by the Owner and their representatives.

The Contractor shall also provide health and safety monitoring during the course of the work and shall prepare a health and safety plan in accordance with all appropriate OSHA requirements prior to starting work. The health and safety plan must be implemented by the contractor's site safety officer.

The Contractor is responsible for providing OSHA required air monitoring for his personnel.

The Contractor shall submit documentation indicating that all on site personnel have satisfactorily passed the 40 hour OSHA Basic Health and Safety Training Course and have had the current annual refresher course.

The Contractor shall be responsible for all asbestos removal and disposal. The Contractor shall hold a valid New Jersey Class "A" Asbestos Removal License or employ a subcontractor who does.

The asbestos removal processes are to be performed by competent persons trained, knowledgeable, and qualified in the techniques of abatement, handling and disposal of asbestos containing materials. All asbestos removal workers and supervisors shall possess a current, valid permit from the New Jersey Department of Labor.

Transportation and disposal of asbestos containing and asbestos contaminated waste shall be in accordance with the requirements of the Department of Health of the County, in addition to any federal and state requirements. A copy of these requirements may be obtained by contacting the Department of Health during business hours.

The Contractor will be required to contact the County Health Department upon encountering transite pipe and prior to transport and disposal. The Contractor shall retain a firm to act as the Asbestos Safety Control Monitor (ASCM) during all abatement activities specified herein. The Contractor's designated individual responsible for coordination of the asbestos removal shall maintain continuous contact with the ASCM's Asbestos Safety Technician (AST) and is expected to respond to requests made by the AST or other representatives of the ASCM on matters concerning the abatement work.

During excavation in areas where asbestos cement pipe may exist, the Contractor shall have a crew sufficient to implement the work procedures described below, on call, and able to respond and mobilize at the site within 24 hours.

The area surrounding each location shall be secured by erecting barriers or warning tape a minimum of ten feet in all directions. OSHA approved asbestos hazard warning signs shall be posted at the perimeter of the secured area. The Contractor shall be responsible for controlling access into the secured area to properly trained and protected personnel only. The area surrounding the asbestos cement pipe to be removed shall be excavated by hand shovel methods to a depth sufficient to remove the pipe.

The asbestos cement (transite) pipe shall be excavated and removed from the ground. The exterior of the pipe shall be treated with encapsulant and then the pipe shall be removed as intact as possible. If cutting is required to remove the pipe, it shall be kept to a minimum and accomplished using a cutting tool equipped with a local vacuum attachment fitted with a HEPA filter. Once the pipe is removed, all newly exposed surfaces of the pipe shall be treated with encapsulant and it shall be placed in a double 6 mil plastic bag with OSHA approved warning labels printed on the outside of the bag. The bag shall then be secured with duct tape. This procedure is known as "double bagging." An OSHA approved asbestos waste warning label shall be affixed to the outside of the wrapping.

The wrapped pipe shall be disposed of in accordance with NJAC 7:26.

Reference to encapsulant shall mean a commercially available removal encapsulant such as EPA 55 as manufactured by Arpin Products, or equivalent.

It is suggested that the contractor consult with the disposal facility in order to determine the maximum length of pipe it will accept.

The Contractor must provide proof of insurance as required by the State of New Jersey and any and all other applicable insurance requirements.

Ten days prior to the intended disposal, a notification letter should be sent to the NJDEP. This letter should include the following:

- 1. Location of job
- 2. Amount of pipe
- 3. Type of pipe
- 4. Name and NJDEP # of hauler
- 5. Destination of pipe
- 6. Intended date of disposal

This notification letter is to be sent to:

Mr. Terrence McAdams
NJDEP Division of Solid Waste Management
CN 414
540 Bear Tavern Road
Trenton, NJ 08625

## **SECTION 2E - STONE AND IMPORT FILL**

#### WORK INCLUDED

The Contractor shall furnish and install, only where ordered by the Engineer or where required by the contract documents, stone as may be required for pipe bedding, road base, or for other purposes required by the Engineer. The work includes furnishing, installation and compaction of the material as required by the specifications.

The Contractor shall furnish and install import fill, as required, to meet the proposed grading plan. The Contractor shall provide a calculation of the import fill required to achieve the proposed grades and deliver to the engineer at the preconstruction meeting in order to determine the number of tests required to be provided by the contractor to the engineer.

### **MATERIALS**

General import fill as required to achieve proposed grades shall consist of clean soil aggregate or soil aggregate and rock meeting the requirements of the New Jersey Department of Transportation Standard Specification for Road and Bridge Construction 2007 Subsection 203.03 for I-13 Soil Aggregate. Soil Aggregate shall conform to Subsection 901.11. Placement, lift thicknesses and compaction of all fill material shall be in accordance with current NJDOT Specifications and the construction details. The top eighteen inches (18") of fill placed shall not contain stones or similar objects larger than two inches (2") in any dimension.

Contractor shall comply with NJAC 7-26D where applicable.

The following shall also be required for import fill material to the site:

- Fill shall be compacted in 12" maximum lifts
- Each lift shall be compacted to 95% of its modified proctor density in accordance with ASTM D-1557-72T
- Delivery tickets shall be provided for all imported material
  - Tickets shall identify the source of the material and Cubic Yardage or Tonage of material provided
- Imported material shall be subject to the submission of gradation test results, priority pollutant
  plus forty test requirements, and material source. One set of test results shall be provided for
  every 10,000 cubic yards of imported material or a minimum of one per source. Further, any
  recycled material to be utilized must come from a state licensed recycling facility.

Gradation of I-13 soil aggregate shall conform to the following:

#### NJDOT I-13 Soil Aggregate

US Standard Sieve Size	Percent Finer By Weight
4"	100
No. 4	30-100
No. 200	0-12

Clean Stone for undercut areas, pipe bedding or surface treatment (only if ordered by the Engineer) shall be cleaned crushed trap rock (3/4") of a quality equal to that required by the New Jersey Department of Transportation "Standard Specification for Road and Bridge Construction - 2019".

Subbase shall be Dense Graded Aggregate (DGA) meeting the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019, Section 901.10, installed at locations required by the plans or as ordered by the Engineer, graded and compacted to the lines and grades required.

## MEASUREMENT AND PAYMENT

Separate payment for clearing, excavation, grading, disposal of excess material, and compaction required to complete the work for the items described in this section will not be made. Compensation for said work shall be included in the prices bid for all items requiring same.

Payment for NJDOT No. 57 crushed clean stone for pipe bedding or undercut areas only if ordered by the Engineer shall be included in the price bid for the various pipe items.

Separate payment for suitable general import fill if required to achieve proposed subgrades per plan will not be made. Compensation for import fill shall be included in the lump sum price bid for earthwork and subgrade preparation as listed in the bid form.

## **SECTION 2F - CONCRETE SITEWORK**

### WORK INCLUDED

The work shall consist of the construction of Portland cement concrete structures as shown on the contract drawings and all other incidental concrete work as directed by the Engineer.

The Contractor shall provide all labor, materials and equipment required to construct concrete curbing, concrete pads, and concrete sidewalks at the locations shown on the plans. Appropriate expansion and construction joints shall be installed under the direction of the Engineer.

### **QUALITY ASSURANCE**

Construction of concrete structures shall comply with provisions of the latest editions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:

- 1. ACI 301 "Specifications for Structural Concrete for Buildings".
- 2. ACI 318 "Building Code Requirements for Reinforced Concrete".
- 3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

The Contractor shall employ, at Contractor's expense, a testing laboratory acceptable to Engineer to design concrete mixes and perform material evaluation tests related to the concrete mixes. Materials and installed work may require testing and retesting, as directed by Engineer, at any time during the progress of work. The Contractor shall allow free access to material stockpiles and facilities. Tests, not specifically indicated to be done at Owner's expense, including retesting of rejected materials and installed work, shall be done at Contractor's expense, including retesting and rejected materials and installed work shall be done at contractor's expense.

### **SUBMITTALS**

The Contractor shall submit the manufacturer's product data with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, joint systems, curing compounds, and others as requested by Engineer.

The Contractor shall submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures.

The Contractor shall submit samples of materials as specified and as otherwise requested by Engineer, including names, sources and descriptions. Laboratory test reports for concrete materials and mix design tests shall be submitted if requested by the Engineer.

The Contractor shall provide materials certificates for cement, aggregates, admixtures, reinforcing, welded wire fabric, non-shrink grout, curing compounds and non-slip aggregates. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

# FORM MATERIALS

Formwork for exposed concrete surfaces shall be plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system when

shown on drawings. Provide form material of sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.

Formwork for unexposed concrete in finished structure shall be with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

All forms shall be provided with commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

## REINFORCING MATERIALS

Reinforcing materials for all concrete structures shall comply with the following:

- 1. Reinforcing Bars: ANSI/ASTM A 615, Grade 60, deformed.
- 2. Steel Wire: ANSI/ASTM A 82, plain, cold-drawn, steel.
- Welded Wire Fabric (WWF): ANSI/ASTM A 185, welded steel wire fabric.
- 4. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.

### **CONCRETE MATERIALS**

Concrete materials for all concrete structures shall comply with the following:

- 1. Portland Cement: ANSI/ASTM C 150, Type I, unless otherwise acceptable to Engineer.
- 2. Normal Weight Aggregates: ANSI/ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
- Water: Potable.
- 4. Air-Entraining Admixture: ANSI/ASTM C 260, and shall be an aqueous solution of completely neutralized vinsol resin.
- 5. Water-Reducing Admixture: ANSI/ASTM C 494, Type A, and contain not more than 0.05% chloride ions.
- 6. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G and contain not more than 0.05% chloride ions.
- 7. Non-Corrosive, Non-Chloride Accelerator Admixture: ASTM C 494, Type C or E, and contain no more chloride ions than are present in municipal drinking water. The manufacturer must have long-term test data (at least a year), from an independent testing laboratory, concerning corrosion using an acceptable accelerated corrosion test method such as that using electrical potential measures.
- 8. Water Reducing, Retarding Admixture: ASTM C 494, Type D, and contain not more than 0.05% chloride ions.
- 9. Calcium chloride, or admixtures containing more than 0.05% chloride ions are not permitted.

- 10. Certification of conformance to the above mentioned requirements and the chloride content of the admixture will be required from the admixture manufacturer prior to review of mix design.
- 11. Non-Shrink Grout: CRD-C-621-89a, Grade "C" (equipment grouting) or Grade "B" (Construction Grouting), Corps of Engineers Specification for Non-Shrink Grout, Type D, Non-metallic. In addition, the manufacturer shall furnish data from an independent laboratory indicating that the grout, when placed at a fluid consistency shall achieve 95% bearing under a 4'x4' base plate.
- 12. Evaporation Control: Monomolecular film-forming compound applied to exposed concrete slab surfaces for temporary protection from rapid moisture loss.
- 13. Liquid Membrane-Forming Curing and Sealing Compound: Water-based acrylic type, 30% solids content minimum, and have test data from an independent testing laboratory indicating a maximum moisture loss of 0.55 kg per sq m in 72 hours when applied at the coverage rate recommended by the manufacturer.
- 14. Patching Mortar: Free-flowing, polymer-modified cemetitious coating.
- 15. Bonding Admixture: The compound shall be a latex, non-rewettable type.

### PROPORTIONING AND DESIGN OF MIXES

The Contractor or Contractor's representative shall prepare design mixes for each type and strength of concrete by either laboratory, the trial batch, or field experience methods as specified in ACI 301. If trial batch method is used, use an independent testing facility acceptable to Engineer. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer. If trial batch mixes are used, the mix design shall achieve an average compressive strength 1200 psi greater that the specified strength.

The Contractor shall submit written reports to the Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. The Contractor shall not begin concrete production until the Engineer has reviewed mixes. Design mixes shall provide normal weight concrete as indicated on contract drawings.

Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

The mix design shall use water-reducing admixture or high range water-reducing admixture (super plasticizer) in all concrete. High range water-reducing admixture shall be used in all concrete to be pumped and all concrete containing synthetic fiber additive.

Non-corrosive accelerating admixture shall be used in concrete slabs placed at ambient temperatures below 50°F (10°C). Air-entraining admixture shall be used in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content within following limits:

Concrete structures and slabs exposed to freezing and thawing or subjected to hydraulic pressure:

- 1. 5.5% for  $1\frac{1}{2}$ " 2" aggregate.
- 2. 6% for  $\frac{3}{4}$ " 1" aggregate.
- 3. 8% for  $3/8" \frac{1}{2}"$  aggregate.

All interior slabs subject to vehicular abrasion shall have a maximum air content not greater than 3%. Other Concrete: 2% to 4% air.

Slump Limits: Proportion and design mixes to result in concrete slump at truck as follows:

- 1. Ramps and sloping surfaces: Not more than 3".
- 2. Reinforced foundation systems: Not less than 1" and not more than 3".
- 3. Concrete containing HRWR admixture (super plasticizer): Not more than 8" after addition of admixture nor more than 3" prior to addition of admixture.
- 4. Other concrete: Not less than 1" and not more than 4".

## **CONCRETE MIXES**

Ready-Mix Concrete shall comply with requirements of ANSI/ASTM C94 and as herein specified. Addition of water to the batch will not be permitted. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ANSI/ASTM C 94 may be required. When air temperature is between 85°F (30°C) and 90°F (32°C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90°F (32°C), reduce mixing and delivery time to 60 minutes.

## **FORMS**

The Contractor shall design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position. Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

Forms shall be fabricated for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

Temporary openings shall be provided where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings if forms at inconspicuous locations.

Chamfer exposed corners and edges, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Form Ties shall be factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete and will not leave holes larger than 1" diameter in concrete surface. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

# PLACING REINFORCEMENT

Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete. Accurately position, support and secure reinforcement (including welded wire fabric) against placement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

Reinforcement shall be placed to obtain at least minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and tie splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

#### **JOINTS**

Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to Engineer.

Provide keyways at least 1-1/2" deep in construction joints in walls, slabs and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.

Place construction joints of members perpendicular to the main reinforcement. Continue reinforcement across construction joints or structural members.

Isolation Joints in Slabs-on-Ground: construct isolation joints in slabs-on-ground at points of contact between slabs on ground and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated.

## PREPARATON OF FORM SURFACES

Contact surfaces of forms shall be coated with a form-coating compound before reinforcement is placed. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

Steel forms shall be coated with a non-straining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

# **CONCRETE PLACEMENT**

Before placing concrete, the Engineer shall inspect formwork installation, reinforcing steel, and items to be embedded or cast-in. The Contractor shall notify other crafts to permit installation of their work and shall cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

The Contractor shall coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

Concrete shall be deposited continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation. Deposit concrete in forms in horizontal layers not deeper

than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

When placing concrete in cold weather, protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C) at point of placement. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

Only the specified non-corrosive non-chloride accelerator shall be used. Calcium chloride, thiocyanate or admixtures containing more than 0.05% chloride ions are not permitted.

When placing concrete in hot weather, low humidity or dry winds or other conditions suitable for plastic cracking, the evaporation retarder "Eucobar" by The Euclid Chemical Co. or "Confilm" by Master Builders may be required to be applied by spray one or more times during the finishing operation. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F (32°C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

## Forms shall be wetted thoroughly before placing concrete.

Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

### FINISH OR FORMED SURFACES

Rough form finish shall be used for formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding ½" in height rubbed down or chipped off.

Smooth form finish shall be used for formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, painting or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.

Smooth rubbed finish shall be used, where indicated, which have received smooth form finish treatment, not later than on day after form removal.

At tops of walls, horizontal offsets and surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

# **MONOLITHIC SLAB FINISHES**

Float finish shall be applied to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation to

power driven floats, or both consolidate surface with power-driven floats, or by hand-floating is area is small or inaccessible to power units. Check and level surface plane to a tolerance of F<sub>f</sub>20/F1<sub>1</sub>17. Cut down high spots and fill low spots, refloat surface to a uniform, smooth, granular texture.

Trowel finish shall be applied to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint or other thin film finish coating system. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface leveled to a tolerance of F<sub>1</sub>25/F1<sub>1</sub>20. Surface defects which would telegraph through applied floor covering system are to be ground smooth.

Non-slip broom finish shall be applied to exterior concrete platforms, steps and ramps, and elsewhere as indicated. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

### CONCRETE CURING AND PROTECTION

The Contractor shall protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply in accordance with manufacturer's instructions after screeding and bull floating, but before power floating and troweling.

Initial curing shall be started as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days. Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.

Concrete surfaces shall be covered with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

The specified curing and sealing compound shall be applied to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

Membrane curing compounds shall be used that will not affect surfaces to be covered with finish materials applied directly to concrete.

Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces, by application of appropriate curing method.

### **REMOVAL OF FORMS**

Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed until concrete has attained design compressive strength (f'c) but in no case shall the forms be removed in less than 14 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or membrane.

### **REUSE OF FORMS**

The Contractor shall clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

### **CONCRETE SURFACE REPAIRS**

All defective areas shall be repaired and patched with cement mortar immediately after removal of forms, when acceptable to Engineer.

Cut out honeycomb, rock packets, voids over ¼ inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar before bonding compound has dried.

For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

The Contractor shall remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry-pack mortar, or precast cement cone plugs secured in place with bonding agent.

The Contractor shall repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

Unformed surfaces, such as monolithic slabs, shall be tested for smoothness and verify surface lane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.

The Contractor shall repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.

High areas in unformed surfaces shall be corrected by grinding after concrete has cured at least 14 days. Low areas in unformed surfaces shall be corrected during or immediately after completion of surface finishing operations by cutting out low areas and replacing with patching compound. Repaired areas shall be finished to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Engineer.

The Contractor shall repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least ¾-inch clearance all around. Dampen concrete surfaces in contact with patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cue in same manner as adjacent concrete.

The Contractor shall perform structural repairs with prior approval of Engineer for method and procedure, using specified epoxy adhesive and mortar. Repair methods not specified above may be used, subject to acceptance of Engineer.

## CONCRETE CURB

The Contractor shall provide all labor, materials and equipment required to concrete curbing at the locations shown on the plans. Appropriate expansion and construction joints shall be installed under the direction of the Engineer.

Concrete shall be NJDOT Class B and manufactured in accordance with American Society for Testing and Materials, C-94 (latest revision) "Specification for Ready-Mixed Concrete" and shall originate in a ready-mix plant that has been certified and approved by the National Ready-Mixed Concrete Association. The Contractor shall submit to the Engineer a copy of the certification prior to the delivery and placing of any concrete on this project. Coarse aggregate proportions shall conform to American Society for Testing and Materials, Concrete Aggregation C-33, Size No. 57 or 67. Concrete will be air-entrained, and the amount of air shall be five percent, plus or minus one percent. Concrete shall be placed to true grade. Subgrade shall be in accordance with the design details, but not less than 4" of 3/4" of clean crushed stone. Payment for stone subgrade shall be included in the price bid for the concrete sidewalks/slabs.

The Contractor shall be responsible for all excavation or fills, grading, removal of excess unsuitable material, stone sub-base and restoration necessary to complete the concrete installation. No additional payment will be made for said excavation, fill, compaction, sub-base stone, grading and restoration, but shall be included in the unit price bid for the concrete sidewalks/slabs and concrete curb.

### MEASUREMENT AND PAYMENT

Pay Item Pay Unit

CONCRETE SIDEWALK, 4" THICK

SQUARE FOOT

Payment for the concrete sidewalk and driveways, including bedding, reinforcement, etc., will be made at the square yard price bid for said items as listed in the Bid Form for quantities actually installed.

Payment for the concrete curb, including subbase will be made at the linear foot price bid for said items as listed in the Bid Form for quantities actually installed.

Separate payment for concrete pads, foundations, and footings will not be made. Payment for said items shall be included in the bid price for all items requiring same.

### Causes for Rejection of Concrete Walks

Concrete walks shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

- A. Staining or discoloration of concrete sidewalk.
- B. Walk is out of alignment.
- C. Walk is out of grade.

- D. Joints and surfaces are improperly finished.
- E. Expansion joints protrude from concrete.
- F. Cracks, chips, or other damages occur during construction or maintenance period.
- G. Settlement of walk
- H. Inspection not asked for prior to pouring of concrete.
- I. Improper vibration of concrete.
- J. Vandalism during initial setup of concrete.

Payment for the removal and disposal of existing walks and driveways shall be made as specified in Sections 201 and 202.

Separate payment will not be made for removal, disposal, and replacement of walks rejected due to the causes of rejection listed above.

## SECTION 2G - TOPSOIL, FINE GRADE, FERTILIZE, LIME, AND SEED

#### WORK INCLUDED

The Contractor shall provide all labor, materials, and equipment necessary to furnish and install topsoil, fine grade, fertilizer, lime, and seed in accordance with the specifications. It is intended to provide topsoil, lime, fertilizer, and seed for all areas of the site that have been disturbed during work on this contract.

Proposed topsoil thickness shall be a minimum of 5" unless otherwise indicated on the plans.

### **TOPSOIL**

All topsoil taken from original excavations, if available, shall be carefully and separately stored and, after completion of the rough grading, shall be shredded, screened (using a 3/8" vibratory harp deck), spread, graded, and rolled to conform with the elevations shown on the drawings or as directed by the Engineer. Additional topsoil as required for these areas shall be furnished by the Contractor at no additional cost. A minimum thickness of topsoil of 5" will be required. All stockpiled topsoil shall be thoroughly cleared of all sticks, roots, branches, coarse sods and other deleterious matter, and all stones larger than 1" in diameter before it is spread. Topsoil shall not be handled or spread when it is in a frozen or muddy condition, or otherwise unsuitable for handling.

## Import Topsoil: (if and where deemed necessary)

Additional topsoil to be imported (if required) shall be screened topsoil approved by the Engineer. The source and representative samples shall be submitted for review and approval prior to materials being ordered. The material shall be inspected and written approval received by the contractor prior to delivery to the site. Inspection shall be by representative samples or by onsite inspection at the source by, and at the discretion of the Engineer. Imported topsoil shall be free of glass, plastic and any other non-organic materials. If any such contaminants are discovered after spreading, the topsoil shall be removed and replaced, or the contaminants removed to a degree satisfactory to the Engineer.

### Specifications for Imported and / or Amended Onsite Topsoil:

- Unacceptable Topsoil Sources: Do not obtain topsoil from the following sources:
  - 1. Areas containing chemically contaminated soils
  - 2. Areas from which the original surface has been stripped or covered over, such as borrow pits, open mines, demolition sites, dumps, and landfills
  - 3. Wet excavations
  - 4. Acid producing soils
- Provide topsoil that conforms to the pH requirements specified below, when tested according to ASTM D 4972.

pH Range	Acceptability / Remediation
pH < 4.1	Topsoil is UNACCEPTABLE
4.1 <u>&lt;</u> pH < 5.8	Add pulverized lime to increase the pH to 6.5 before use
5.8 ≤ pH < 7.0	Topsoil is acceptable. No remediation needed
7.0 ≤ pH < 7.2	Decrease pH to at least 6.8 before use
pH > 7.2	Topsoil is UNACCEPTABLE

- Organic Content requirement shall be between the range of 3 to 8 percent by weight. The organic
  content shall be determined according to AASHTO T 194, except that the sample is to be taken from
  oven-dried soil passing a No. 10 sieve. Any soil additives being considered to increase the organic
  content of selected import topsoil needs to be reviewed and approved by the Engineer prior to the
  amending process.
- Gradation / particle Size: Provide topsoil conforming to the following particle size requirements and that has no more than 20 percent retained on a No. 10 sieve when mechanically graded.

Particle Size	Percent
Sand (2.0mm to 0.05 mm)	50 – 80
Silt (0.05 mm to 0.005mm)	5 – 15
Clay (0.005 mm to smaller)	5 – 10*

<sup>\* -</sup> If more than 50 percent of the sand portion is larger than 0.5 millimeters, the allowable range for clay is 10 to 20 percent.

No topsoil shall be spread before the completion of all construction in the area or before all fills are fully compacted.

Before spreading topsoil, the sub-grade shall be cleared of all stones more than 2" in diameter, all coarse roots, sticks, and debris. Any portions of the sub-grade that has been compacted to a hard surface shall be pulverized to a depth of 3" by plowing, or other methods acceptable to the Engineer.

### LIME, FERTILIZING AND SEEDING

A soil analysis shall be provided by the contractor if requested by the owner. Ground limestone shall be evenly applied to all areas to be seeded at the rate to be determined or, at a minimum, 4.5 pounds to every 100 square feet of surface, and shall be thoroughly and evenly mixed with the soil to a depth of 5" below finished grade.

All areas to be seeded shall be fine graded to remove all ridges and depressions and the surface shall be cleaned of all stones greater than 1" in diameter, and other debris.

After preparation for seeding, and at least nine days before seeding, organic fertilizer approved by the Engineer shall be incorporated into the soil at a rate of one ton per acre, to a depth of two inches. The soil shall then be thoroughly watered.

Seed shall later be spread and raked into the prepared soil at a rate of 0.4 lbs. per 100 sq. ft. Seed shall be rolled with a water ballast roller, and shall be watered, protected, and tended until there is a hardy stand of grass.

All dates and schedules for seeding operations shall be as approved by the Engineer. Seeding shall be done in favorable weather, in the fall, where possible, and in early spring, if necessary, to complete unfinished areas.

When seeding has been completed, hydro-mulch shall be installed in accordance with the manufacturer's package instructions and recommendations.

For athletic fields, seed to be furnished and installed shall be a high quality seed mix that is traffic and drought resistant and recommended for athletic field use. The specific seed mix proposed shall be approved by the engineer prior to ordering.

Seed mix to be furnished and installed shall be "Team Mates Plus" as distributed by Lesco, Inc., or an approved alternate.

The above seed mix consists of:

70% Turf Type Tall Fescue Blend

20% Perennial Ryegrass

10% Premium Kentucky Bluegrass

For general seeding of disturbed areas, seed to be furnished and installed shall be a high quality seed mix, as per Soil Erosion and Sediment Control Standards for Permanent Seed.

Permanent seed mix consists of:

265 lbs/acre Tall Fescue

20 lbs/acre Kentucky Bluegrass (blend)
20 lbs/acre Perennial Rye Grass (blend)

350 lbs/acre

The seed shall contain practically no seeds of noxious weeds and shall be delivered mixed in uniform sealed bags with tags/labels showing weights, analysis and vendor's name. Bags and labels shall be saved and given to the Engineer or Owner.

### WATERING AND CUTTING LAWNS

The contractor shall take all necessary steps to produce a satisfactory lawn covering. Such steps may include the thorough watering of the new lawn until it has received its second cutting.

The cost of such watering shall be borne by the contractor, and the equipment and manpower required, shall be furnished by the contractor.

The contractor shall also be held responsible for all lawn cuttings until the project is accepted and closedout. Any lawn areas that have not developed after two (2) cuttings shall be cut and re-seeded or sodded, fertilized, watered, and cut until a full lawn is produced. Should crab grass or broadleaf weed prevention be deemed necessary by the engineer, same shall be applied at no additional cost.

The cuttings of lawn shall not occur closer than 7 to 10 days, or as directed by the Engineer.

Lawn areas must be hearty and uniform prior to acceptance by the owner.

### MEASUREMENT AND PAYMENT

Measurement and payment will be made under:

Pay Item Pay Unit

TOPSOIL, FINE GRADE, FERTILIZE, LIME, AND SEED ALL DISTURBED AREAS

**LUMP SUM** 

Payment for topsoil, fine grading, fertilizing, lime, and seed will be made at the lump sum price bid for said item as listed in the bid form.

Straw mulch and mulch anchoring is required for all areas to be seeded. No separate payment will be made.

## **SECTION 2H - CLEANUP AND RESTORATION**

### WORK INCLUDED

The Contractor shall, throughout the course of the work, maintain the site in a presentable condition to the satisfaction of the Engineer. The Contractor shall be responsible for all periodic clean-up and coordination or cooperative efforts of all subcontractors. All contractors involved in the work shall cooperate fully with direction by the Engineer and Owner in this regard.

Periodic clean-ups shall include, but is not necessarily restricted to, storage of equipment and material, removal of rubbish, and any material which may either become unsightly or impede progress of the work or cause unsafe conditions. In general, the site shall be maintained in the neat and orderly fashion at all times.

At the conclusion of the workday, the Contractor shall restore all areas damaged due to construction activity. Each contractor shall be responsible for damage due to his operations; however, the general contractor shall assume the overall responsibility for any damage. All contractors and subcontractors shall cooperate with the general contractor in this regard.

Grass, shrubs, walks and other site related work damaged during construction shall be restored to the satisfaction of the Engineer.

The Contractor is responsible to leave the site in a condition intended by the plans and all areas shall be left in a state equal to or better than that existing prior to the start of the contract.

### MEASUREMENT AND PAYMENT

Separate payment will not be made. Payment for all clean-up and restoration related work shall be included in the prices bid for all work.