

# **Project Manual**

**Township of Willingboro**

**Segment 4 Road Improvements Project Phase 2**

**NJTIB PROJECT NO. TB0338-001**

**Contract No. WTCEX 22027**

**Burlington County, NJ**

## **Owner:**

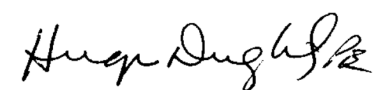
**Township of Willingboro**

1 Rev Dr Martin Luther King Jr. Drive  
Willingboro, NJ 08046

**Project Manual**

WTCEX22027

September 16, 2024



Hugh J. Dougherty, PE  
Professional Engineer: New Jersey – No. GE34634



ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANYOTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

TABLE OF CONTENTS

SECTION A	ADVERTISEMENT .....	A-1
SECTION B	INSTRUCTIONS TO BIDDERS.....	B-1 TO B-6
SECTION C	STATEMENT OF WORK.....	C-1 TO- C-3
SECTION D	GENERAL CONDITIONS.....	D-1-TO D-4
SECTION E	SPECIAL CONDITIONS .....	E-1 TO E-3
	SPECIAL PROVISIONS FOR STATE AID PROJECTS	
	ADVISORY NOTICE TO ALL BIDDERS CIVIL RIGHTS GOAL REQUIREMENTS	
	BIDDER PRE-BID CHECKLIST	
	SBE CONFIRMATION/VERIFICATION CHECKLIST	
	COMMERCIALLY USEFUL FUNCTION	
SECTION F	GENERAL PROVISIONS.....	F-1 TO F-21
SECTION G	GENERAL SPECIFICATIONS .....	01050-01730
SECTION H	TECHNICAL SPECIFICATIONS .....	02314-02924
SECTION I	PROPOSAL .....	I-1 TO I-35
SECTION J	CONTRACT DOCUMENT/BOND.....	J-1 TO J-18

APPENDIX:

- WAGE RATES (N.J. DEPARTMENT OF LABOR AND INDUSTRY)  
NEW JERSEY (STATEWIDE)  
BURLINGTON COUNTY
  
- PLANS ..... ATTACHED





## NOTICE - ADVERTISEMENT

Notice is hereby given that sealed bids will be received by the Township Clerk of the **Township of Willingboro** for **"Segment 4 Roadway Improvements Project Phase 2"** and will be opened and read in public at the Township of Willingboro Administrative Offices located at 1 Rev Dr Martin Luther King Jr Drive, Willingboro, New Jersey, on **Wednesday, October 23<sup>rd</sup>, 2024 at 10:00 A.M.** prevailing time.

The work includes the furnishing of all labor, material, and equipment necessary or required to complete all work set forth in these Specifications. Estimated quantities for the various sites are summarized as follows:

<u>Item</u>	<u>Approx. Estimated</u>	<u>Quantity</u>
<b>Base Bid</b>		
1. Variable Depth Mill, Minimum 2" Thick .....	51,403	SY
2. Roadway Excavation (UNCLASSIFIED), .....	470	CY
3. HMA 9.5M64 Surface Course, 2" Thick .....	51,403	SY
4. HMA 19M64 Base Course, 4" Thick .....	746	SY
5. DGA, 6" Thick .....	746	SY
6. HMA 19M64 Base Course .....	400	Ton
7. Vertical Concrete Curb .....	396	LF
8. Concrete Gutter .....	543	LF
9. Rolled Concrete Curb .....	693	LF
10. Concrete Swale .....	171	SY
11. Concrete Sidewalk, 4" Thick .....	1,967	SY
12. Detectable Warning Surface .....	600	SF
13. Replace "B" Inlet Casting with "ECO" Head and Bicycle-Safe Grate .....	35	UN
14. Reset Manhole Casting .....	1	UN
15. Thermoplastic Striping, White, 4" Wide .....	1,713	LF
16. Thermoplastic Striping, Yellow, 4" Wide .....	2,584	LF
17. Thermoplastic Striping, White, 24" Wide .....	110	LF
18. Thermoplastic Striping, White, 6" Wide .....	116	LF
19. Thermoplastic Traffic Marking .....	3	UN

Specifications, and forms of bid for the proposed work prepared by Pennoni Associates, Inc., Municipal Engineers, and approved by the Township of Willingboro have been filed and are available at the Township of Willingboro Administration Office, 1 Rev. Dr. Martin Luther King Drive, Willingboro, New Jersey, 08046, and may be inspected by prospective bidders during regular business hours. The electronic copy of the bid documents is available via email or online at <https://www.willingboronj.gov/departments/township-clerk-2/rfp-bids>

Submission of Bid: All bids must be submitted on the bid proposal forms approved and provided for by the bid specifications in order to be considered. Bidders are to provide one (1) clearly sealed and marked ORIGINAL, one (1) Clearly marked COPY and one (1) electrical copy on USB drive. Please have each item on checklist color tabbed and numbered in your bid packet for a more time efficient packet review.

Bids must be made on the standard Proposal form in the manner designated therein, and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside, addressed to Willingboro Township, and must be accompanied by a Certified Check, Bid Bond or Cashier's Check drawn to the order of Willingboro Township for ten percent (10%) of the total amount bid, provided said security need not be more than \$20,000.00. All bid guarantees shall be accompanied by an executed consent from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required Performance, Payment and Maintenance Bond upon the award of contract.

The signed Proposal forms and bid security must be delivered to the place on or before the hour named above. The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three apparent lowest responsible bidders. All other bid securities will be returned after awarding and signing of the contract and approval of the Contractor's Performance Bond.

Bidders are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27.

This Contract includes a goal of awarding **9 percentage** of the Total Contract Price to subcontractors qualifying as SBEs.

The right is reserved to reject any or all Proposals, in whole or in part, or to make awards to such bidder or bidders, who, in the judgment of the Township of Willingboro makes the most advantageous bid and to waive such informalities as may be permitted by law.

BY ORDER OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WILLINGBORO.

Everett Falt, Township Clerk



## SECTION B

### INSTRUCTIONS TO BIDDERS

#### INDEX

1. BIDDER'S RESPONSIBILITY
2. DELIVERY OF PROPOSALS
3. EXPLANATION TO BIDDERS
4. MODIFICATIONS TO SPECIFICATIONS - ADDENDA
5. BID GUARANTY
6. METHOD FOR SUBMITTING BIDS
7. BIDDER'S QUALIFICATIONS
8. BID OPENING PROCEDURE
9. COLLUSIVE BIDS
10. WITHDRAWAL OF BIDS
11. AWARD OF CONTRACT
12. EXECUTION OF CONTRACT
13. FAILURE TO EXECUTE CONTRACT
14. SUBLETTING OR ASSIGNING OF CONTRACT
15. REJECTION OF BIDS
16. PAYMENTS TO CONTRACTOR
17. TIME OF COMPLETION
18. RETURN TO BID GUARANTY
19. WAGE RATES
20. CHAPTER 33, P.L. 1977, c. 52:25-24.2
21. AFFIRMATIVE ACTION (N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)



1. BIDDER'S RESPONSIBILITY

Each bidder shall familiarize himself with all of the attached forms, Instruction, General Conditions, Specifications, and Contract Drawings, as he will be held responsible to fully comply therewith. Each bidder must visit the site of the work and acquaint himself with conditions affecting the work. and corner columns

If a prospective bidder desires to make borings or soundings or to dig test pits at or near the site of the work he shall do so at his own expense. Before making any excavations, borings or soundings or digging test pits the bidder shall check the records for any municipal, public utility, or privately owned structures that may be disturbed and notify the OWNER(s) of such structures seventy two (72) hours in advance of starting work. For the location and marking of underground utilities the bidder shall call 1-800-272-1000. Bidders must obtain OWNER(s) permission before making any borings and shall close bore holes and test pits.

2. DELIVERY OF PROPOSALS

It is the responsibility of the bidder to deliver his bid prior to the time of opening, regardless of what medium he uses to deliver it. No bid shall be considered if it arrives after the time set for the receipt of bids. Envelopes containing proposals shall be sealed, addressed to the Owner at the location specified for the opening of bids and submitted on the Form of Proposal furnished herein. The envelope shall also bear the identification of the Project, Contract No. and date and time of bid opening.

3. EXPLANATION TO BIDDERS

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested to the Engineer in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Verbal explanations or instructions given before the award of the contract will not be binding. Any interpretation which may result in a substantial change in the Plans and/or Specifications and may have an effect on the prices bid therefore will be issued in the form of an addendum to all bidders, and its receipt by the bidder shall be acknowledged.

4. MODIFICATIONS TO SPECIFICATIONS - ADDENDA

The right is reserved, as the interest of the OWNER may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda. Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which required material changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the ENGINEER will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

Bidders shall acknowledge receipt of all addenda which have been issued during period of bidding and agree that said addenda shall become part of this contract. The bidders shall list the numbers and issuing dates of the addenda received and acknowledge same on the appropriate page provided in the Form of Proposal section of these specifications.

5. BID GUARANTY

Each bid must be accompanied by a cashier's check, certified check, or bid bond duly executed by the bidder as principal and an acceptable surety company, such guarantee to be made payable to the OWNER in the amount of ten percent (10%) of the bid, but not in excess of \$20,000.00. All bid

guarantees shall be accompanied by an executed consent from an acceptable surety company, agreeing to furnish the required Performance and Maintenance Bonds upon the award of Contract. The surety company shall be one licensed to conduct business in the State of New Jersey.

6. METHOD FOR SUBMITTING BIDS

No proposal will be considered unless submitted upon the proposal form for the project. The blank spaces in the proposal form shall be filled in correctly, where indicated, for each and every item for which a description is given, and the bidder must state the prices (which shall be written in ink, in words and numerals) for which he proposes to do each part of the work contemplated. In case of discrepancy, the written words shall be considered as being the bid price.

The bidder shall sign his proposal correctly. If the proposal is made by an individual, in addition to his signature, his complete post office address should be given. If made by a firm or partnership, the complete post office address of each member of the firm or partnership must be given. If made by a corporation, the person signing the proposal should be the President or Vice President and the Secretary Treasurer or Treasurer of the corporation; otherwise, the signing individual's certificate or authority to execute such papers should accompany the proposal.

If bidder has been incorporated in some state other than New Jersey, bidder shall state whether the corporation is registered to do business in New Jersey. If bidder operates under an assumed or fictitious name, he shall state whether such name has been registered in New Jersey.

No contract will be awarded to a bidder who is a foreign corporation or operating under a fictitious or assumed name unless he has complied or agreed to comply, with the proper registration under the laws of New Jersey.

7. BIDDER'S QUALIFICATIONS

The bidder shall submit with his proposal a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.

Upon request, bidder shall prove that he has liquid assets, available for the project upon which he is bidding in an amount equal to fifteen percent (15%) of the first \$100,000.00 of the amount of the bid plus ten percent (10%) of the next \$900,000.00 plus five percent (5%) of the remainder of the bid.

None of the following will be considered as liquid assets:

- (a) Capital Stock of the Contractor.
- (b) Accounts receivable against which assignments have been made.
- (c) Equity in real estate.
- (d) Life Insurance.
- (e) Reserve representing pre-payment of taxes or other expenses.
- (f) Deposits held as security for other contracts.
- (g) Capital of proposed sub-contractors.

In addition to the financial and experience qualifications, the bidder may be required to prove to the satisfaction of the Owner that he has successfully completed a contract for similar work in an amount of not less than seventy-five percent (75%) of the amount of the proposed contract.

The foregoing will guide the Owner in determining the responsibility of the bidder, but additional information may be requested by the Owner whenever in its judgment such information is necessary to determine the responsibility of the bidder.

In the event the bidder fails, refuses or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible bidder, his proposal guaranty shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

8. BID OPENING PROCEDURE

Sealed proposals on projects will be received by the Owner at the designated place and until the time stated in the "Advertisement" at which time all proposals will be publicly opened and read. The Owner reserves the right to reject any or all bids, or parts thereof, as it may deem best for the interest of the Owner.

9. COLLUSIVE BIDS

The proposal of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Owner may reject the bid proposals of any collusive bidder upon bid opening. However, nothing in this section shall prevent a bidder from superseding a bid proposal by a subsequent proposal delivered prior to bid opening which expressly revokes the previous bid.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. AWARD OF CONTRACT

The Owner's Solicitor shall have the right to waive informalities in the bids when such waiver is in the best interest of the Owner.

The contract will be awarded to the lowest responsible bidder within (60) days of the bid opening or all bids will be rejected. Thirty (30) day extensions of time may be made by the mutual written consent of the Owner and the lowest responsible bidder.

If the lowest bidder withdraws his bid, refuses award of contract, the Owner shall have the right to award to contract to the next lowest responsible bidder or to reject all bids and re-bid the contract.

12. EXECUTION OF CONTRACT

The bidder to whom award is made shall, within ten (10) days of his notice of award, execute the Contract Documents and furnish a Performance Bond in an amount equal to the full amount of the Contract. The Bond must be drawn by an acceptable surety company and be in the form of a combination Performance and two (2) year Maintenance Bond in the full amount of the contract. The two (2) year maintenance period shall begin on the date of the acceptance of the work by the OWNER.

No proposals or awards shall be considered binding upon the Owner unless and until the contract documents are properly executed by both parties.

13. FAILURE TO EXECUTE CONTRACT

If the lowest responsible bidder to whom the contract is awarded fails to submit bonds or execute the contract within the time specified, the amount of the proposal guaranty shall be paid to the Owner as liquidated damages. In such case the Owner, at his discretion may award the contract to the next lowest responsible bidder, or reject all bids.

14. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, of his right, title or interest therein, without the written consent of the Owner.

15. REJECTION OF BIDS

The OWNER reserves the right to reject any and all bids when such rejection is in the interest of the OWNER; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the ENGINEER, in a position to perform the contract.

The OWNER further reserves the right to reject bids which are unbalanced if, in the opinion of the ENGINEER, said unbalanced bids could cause undue increases in contract costs.

16. PAYMENTS TO CONTRACTOR

The Contractor will prepare and submit to the ENGINEER a written pay request based on in place measurements, of work done by the Contractor during the pay period; ninety percent (90%) of such estimate shall be due the Contractor as payment on account within forty five (45) days after submittal to the ENGINEER barring any measurement disputes between the ENGINEER and the Contractor. The balance of ten percent (10%) of a monthly estimate shall be withheld until final acceptance of the completed work. However, when the total contract price exceeds One Hundred Thousand Dollars (\$100,000.00), then ninety-eight percent (98%) of such estimate shall be due the Contractor as above specified. The balance of two percent (2%) of a monthly estimate shall be withheld until final acceptance of the completed work, or in lieu of the two percent (2%) cash retainage the Contractor may agree to deposit negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to two percent (2%) of said estimate, provided they are delivered directly to and approved by the OWNER. The value of a bond or note shall mean par value or current market value, whichever is lower. The balance of a monthly estimate withheld and the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the Contractor upon final acceptance of the completed work. Any interest accruing on cash payments withheld shall be credited to the OWNER.

17. TIME OF COMPLETION

Should all the work under the Contract not be completed within the time specified herein from notice to proceed, there shall be deduced and retained out of the payments which may be due the contractor, the sum as designated in the Proposal for each and every calendar day beyond the time stipulated, excepting Sundays and Legal Holidays, not as a penalty but as liquidated damage for engineering or other expenses.



18. RETURN OF BID GUARANTY

After bids are opened and read, bid securities will be returned to all but the three (3) apparent lowest responsible bidders on each contract. Those receiving returned bid securities must sign receipt for same. All other bid securities will be returned after the signing of a formal contract.

19. WAGE RATES

This contract is subject to New Jersey Department of Labor and Industry prevailing wage rates. Prevailing minimum wage rates are appended hereto. BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO ARE ON THE "DEBARRED LIST" OF THE NEW JERSEY DEPARTMENT OF LABOR AND INDUSTRY.

20. CHAPTER 33, P.L. 1977, C.52:25-24.2

This Contract is subject to the Act requiring corporation and partnership bidders for State, County, Municipal or School District Contracts to submit a list of the names and addresses of all stockholders owning ten percent (10%) or more of their stock, or ten percent (10%) or more of the stock of their corporate stockholders, or in the case of partnership, the names and addresses of those partners owning ten percent (10%) or greater interest therein.

21. AFFIRMATIVE ACTION (N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)

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. Details for compliance with the Affirmative Action Regulations are provided in the GENERAL PROVISIONS under Mandatory Equal Opportunity Language.



SECTION C  
STATEMENT OF WORK

Township of Willingboro  
Segment 4 Roadway Improvements Project Phase 2  
CONTRACT NO. WTCEX 22027

1.1 IN GENERAL, this project consists of the items of work described below, complete as specified within these Contract Documents entitled, "Segment 4 Roadway Improvements Project Phase 2" prepared by Pennoni Associates Inc., which includes Plans appended to these specifications.

1.2 DESCRIPTION OF WORK

A. The work for this project consists of the following items:

1. Excavating or Mill the existing parking lot or cartway, grading and compacting.
2. Replacing driveway aprons with aprons as shown on plans and where directed.
3. Installing 8" thick HMA 19M64 Base Repairs as directed.
4. Replace existing concrete sidewalk and concrete curb as shown on the plans and where directed.
5. Replacing handicap ramps and installing new sidewalk as shown on the plans and where directed.
6. Restoration of disturbed vegetated/lawn areas. As a minimum, all lawns shall be restored with topsoil and seed. Other materials shall be restored in kind.
7. Remove spoils from site.
8. Resetting castings to proper grade as needed to complete the improvements shown on the plans.
9. Installing 2" HMA 9.5M64 Surface Course. Providing all third-party testing, coring, and analysis required by NJDOT.
10. Provide necessary traffic control. Willingboro Police Department must be contacted for any closures.
11. Installing thermoplastic striping and traffic markers at the locations shown on the plans.

The above description of work outlines the general items and distribution of work and should not be construed as being all-inclusive.

1.3 CONSTRUCTION SCHEDULE AND PHASING

A. A pre-construction meeting shall be held with the Contractor, Township, and Township Engineer prior to starting work to determine schedule and phasing.

STATEMENT OF WORK (Continued)

1.4 COORDINATION

- A. In general, work shall be planned and coordinated through the office of the ENGINEER. Utility companies shall be notified directly by the Contractor at least 72 hours in advance of excavation or other work which may conflict with the operation of said utilities. A list of the individual companies having utilities in the project area is provided at the end of the section. Participating members of the "One Number to Call System" of underground facilities may be contacted at 1-800-272-1000.
- B. Work involving the removal or pruning of street trees shall be coordinated through the Township Public Works Department, (609) 877-2200.
- C. The contractor shall notify the Public Works Department, the Township Police Department, and all property owners, in writing, at least forty-eight (48) hours in advance of the start of construction and in advance of any closure of the roadway to traffic. **Written notices to property owners must be approved by the Township prior to distribution.** Any traffic detours or traffic control devices must be approved by the Township Police Department, before being enacted. If construction should commence during the school year, the **Board of Education** must also be notified prior to the start of construction.
- D. The contractor shall notify the Township and Pennoni, in writing, at least seventy-two (72) hours in advance of any disruption to sewer or water service.
- E. Each Contractor shall lay out and install his work at such time or times and in such manner as to facilitate general progress of the project.
- F. Coordinate all work as further described in the General Provisions Section of the Contract Documents.
- G. Utility companies having jurisdiction in the Project area:

Sanitary Sewer	Willingboro Municipal Utilities Authority 433 John F. Kennedy Way Willingboro, NJ 08046 (609) 877-2900
Water	Willingboro Municipal Utilities Authority 433 John F. Kennedy Way Willingboro, NJ 08046 (609) 877-2900
Gas	P.S.E. & G. 300 Connecticut Drive Burlington, NJ 08016 (609) 239-2401 (Emergency) (609) 239-2478 (Off-Hours Emergency)
Electric	P.S.E. & G. 300 New Albany Road Moorestown, NJ 08057 (800) 436-7734
Telephone	Verizon

## STATEMENT OF WORK (Continued)

2225 Evesham Road  
Voorhees, NJ 08043  
(856) 728-9988

Cable

Comcast Cable  
1250 Haddonfield-Berlin Road  
Cherry Hill, NJ 08034  
(856) 893-2900

### 1.5 VEHICULAR ACCESS

- A. All roads shall remain passable to emergency vehicles at all times. At the end of each working day the construction area shall be graded and cleared of excessive dust or mud conditions so as to provide reasonable access to all residences. Access to all residential driveways must be provided at the end of each day.
- B. Contractor shall be allowed to close portions of the streets as may be needed during work hours only. Such closure requests must be reviewed and approved by the Engineer and Police Department. All streets shall be reopened to vehicular traffic at the end of each workday.

END OF SECTION



SECTION D  
GENERAL CONDITIONS

INDEX

1. SCOPE OF WORK
2. CHARACTER OF WORK AND MECHANICS
3. SITE INVESTIGATION
4. OPERATIONS AND STORAGE AREAS
5. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK
6. SUBCONTRACTORS
7. QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT
8. PROTECTION OF MATERIAL AND WORK
9. PROTECTION OF VEGETATION
10. POSSESSION PRIOR TO COMPLETION
11. SUSPENSION OF WORK
12. CLEANING UP
13. BONDS
14. INSPECTION
15. INSTALLATION, OPERATION AND MAINTENANCE MANUALS





## GENERAL CONDITIONS

### 1. SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, equipment, supplies, labor and transportation, including fuel, power, water and performing all work as required in the Statement of Work in the contract, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof, and including such detail drawings as may be furnished by the ENGINEER from time to time during the prosecution of the work in explanation of said drawings.

### 2. CHARACTER OF WORK AND MECHANICS

The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics in strict accordance with the drawings and specifications.

### 3. SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the ENGINEER, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The OWNER assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the ENGINEER. The OWNER also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract, and (2) the contract expressly provides that the responsibility therefore is assumed by the OWNER representations.4. OPERATIONS AND STORAGE AREAS

- a. All operations of the Contractor (including storage of materials) shall be confined to areas approved by the ENGINEER. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon private premises. The Contractor shall be liable for any and all damage caused by him to such private premises. The Contractor shall hold and save the OWNER, ENGINEER and their officers and agents free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on premises of third persons.
- b. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the ENGINEER, and shall be built with labor and materials furnished by the Contractor without expense to the OWNER. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the ENGINEER, such buildings and/or utilities may be abandoned and need not be removed.
- c. The Contractor shall, under regulations prescribed by the ENGINEER, use only established

roadways or construct and use such temporary roadways as may be approved by the ENGINEER. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by the Contractor, and any damaged roads, curbs or sidewalks shall be repaired by, or at the expense of, the Contractor.

5. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK

- a. The Contractor shall, within five (5) days after date of notice to proceed, prepare and submit to the ENGINEER for approval a practical schedule showing the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing same.
- b. If, in the opinion of the ENGINEER, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress, and the ENGINEER may require him to increase days of work, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.
- c. Failure of the Contractor to comply with the requirements of the ENGINEER under the provision shall be grounds for determination by the ENGINEER that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the ENGINEER may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the delays - damage clause of the contract.

6. SUBCONTRACTORS

Within seven (7) days after the award of any subcontract, the Contractor shall deliver to the ENGINEER a statement setting forth the name and address of the subcontractor. If for sufficient reason, at any time during the progress of the work, the ENGINEER and OWNER determine that any subcontractor is undesirable, they will notify the Contractor accordingly and immediate steps will be taken for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relation between the subcontractor and the OWNER and/or ENGINEER.

7. QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT

- a. Articles, materials and equipment to be incorporated into the work under the contract shall be new and unused unless otherwise specified; and where required to conform to standard specifications of the ENGINEER or other authorities incorporated by reference, will conform to the respective editions, including amendments specified; or where the editions are not specified, will conform to the editions, including amendments in effect on the date of the Invitation for Bids.
- b. Any samples and descriptive data required shall:
  1. Be submitted within the time specified in these specifications, or, if no time be specified, within a reasonable time before use to permit inspection and testing.
  2. Be shipped, prepaid and delivered, as specified in these specifications, or as

directed by the ENGINEER.

3. Be properly marked to show the name of the material, trade name of manufacturer, place of origin, name and location of the project where the material represented by the sample is to be used, and the name of the contractor submitting the sample.

c. Samples not subject to destructive tests may be retained until the completion of the work, but thereafter will be returned to the Contractor, if he so requests, in writing, at his own expense. Failure of any sample to pass the specified requirements will be sufficient cause for refusal to consider further any sample from the same manufacturer whose material failed to pass the tests.

#### 8. PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be OWNER furnished or owned) and all work performed. All reasonable requests of the ENGINEER to enclose or specially protect such property shall be complied with. If, as determined by the ENGINEER, material, equipment, supplies and work performed are not adequately protected by the Contractor, such property may be protected by the OWNER and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

#### 9. PROTECTION OF VEGETATION

a. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the ENGINEER. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

b. Care will be taken by the Contractor in felling trees authorized for removal to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound. The Contractor will be liable for, or may be required to replace or restore at his own expense, all vegetation destroyed or damaged.

c. Protect existing structures and other property at site or adjacent thereto, including walks, pavements and roadways.

d. Promptly remedy all damage or loss, at no expense to the Owner.

#### 10. POSSESSION PRIOR TO COMPLETION

The OWNER shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. If such prior possession or use by the OWNER delays the progress of the work or causes additional expenses to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

#### 11. SUSPENSION OF WORK

The ENGINEER may order the Contractor to suspend all or any part of the work for such period of

time as may be determined by them to be necessary or desirable for convenience of the OWNER. Unless such suspension unreasonably delays the progress of the work and causes additional expense to the Contractor, no increase in contract price will be allowed. In the case of suspension of all or any part of the work for an unreasonable length of time, causing additional expense not due to the fault or negligence of the Contractor, the ENGINEER shall make an adjustment in the contract price in the amount of the additional proper expense and modify the contract accordingly. An extension of time for the completion of the work in the event of any such suspension will be allowed the Contractor, providing, however, that the suspension was not due to the fault or negligence of the Contractor.

12. CLEANING UP

The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste materials or rubbish and prior to completion of the work remove the rubbish from the premises. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the ENGINEER.

13. BONDS

a. Performance, Payment and Maintenance Bonds. The Contractor shall furnish a performance, payment and maintenance bond with good and sufficient surety or sureties acceptable to the OWNER in connection with the performance of the work under this Agreement. The penal sum of such performance and maintenance bonds will be one hundred percent (100%) of the contract price. After completion and acceptance of all work, the maintenance bond shall remain in effect for a two (2) year period as guarantee against latent defects.

b. Any bonds required hereunder will be dated as of the same date as the contract and will be furnished by the Contractor to the OWNER at the time the contract is executed, and must be accompanied by a Power of Attorney Certificate and Financial Statement.

14. INSPECTION

The work is subject to inspection by the ENGINEER or their appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the ENGINEER, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. As soon as practicable after the completion of the entire work, or any divisible part thereof as may be designated in these specifications, an examination thereof will be made by the ENGINEER at the site of the work. If such work is found to comply fully with the requirements of the contract, it will be accepted, and final payment therefore will be made in accordance with the clause of the contract entitled, "Payments to Contractors."

15. INSTALLATION, OPERATION AND MAINTENANCE MANUALS

Upon completion of all work the Contractors will furnish six (6) copies of Record Data and Installation, Operation and Maintenance Manuals for all Mechanical and Electrical Equipment. Maintenance Manuals shall include complete wiring diagrams, normal causes of failures and how to remedy them, with complete instructions on maintenance of equipment. Delivery of these manuals will be made to the ENGINEER prior to submittal of semi-final estimate for payment by the Contractor.

SECTION E  
SPECIAL CONDITIONS

INDEX

1. ON-SITE CONDITIONS
2. UTILITIES
3. RESPONSIBILITY REGARDING EXISTING UTILITIES, PIPES AND STRUCTURES
4. STORING OF MATERIALS
5. WATER SUPPLY
6. PRECONSTRUCTION CONFERENCE
7. COMMUNICATIONS
8. MAINTENANCE OF TRAFFIC
9. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS



1. ON-SITE CONDITIONS

Meet following conditions during the progress of contract as specified in the New Jersey Department of Transportation Standard Specifications, as currently amended.

- a. Public Safety and Convenience
- b. Sanitary, Health and Safety Provisions
- c. Final Clean Up
- d. Equipment

2. UTILITIES

Adhere to the Standard Specifications regarding location of and construction around public utilities, including those publicly and privately owned.

Permit owners of utilities, or their agents, access to site work at all times, in order to relocate or protect their facilities. Cooperate and coordinate with utility owners in performing this work.

Notify utility owners not less than ten (10) days in advance of any work that will endanger or affect their facilities.

Separate payment will not be made for protection and preservation of utilities and cooperation and coordination with their owners. Include all such costs in unit price bid for the various items of contract as listed in Proposal.

Any public utility facilities being constructed under this contract shall be subject to inspection by the utility owner during construction, and the utility owner shall be given the opportunity to inspect material to be used in reference to the specifications and plan details applying to such materials.

Comply with requirements of Blasting-Excavating-Restrictions, State of New Jersey-Laws of 1964 Section I, P.L. 1964c 53 (C.2A:170-69.4), as currently amended, which generally requires notification of gas company before any work commences within 200 feet of their services.

Contact the following a minimum of ten (10) days prior to construction:

- 1. "One Number to Call System": (800) 272-1000

The Contractor is advised that the "One Number to Call System" Service noted above does not necessarily include all utilities in the construction area. Some utility companies (for example, New Jersey-American Water Company) may require separate notification.

3. RESPONSIBILITIES REGARDING EXISTING UTILITIES, PIPES AND STRUCTURES

Existence and location of utilities, pipes and structures shall be investigated and verified in field by Contractor before starting work.

Contractor shall be held responsible for any damages to and for protection of all existing utilities and structures.

4. STORING OF MATERIALS

All materials required in the work may be stored on site subject to approval by the ENGINEER. All such materials, tools, and machinery stored upon public thoroughfares shall be provided with approved warning lights or other devices to protect pedestrian and vehicular traffic.

5. WATER SUPPLY

Provide all water for construction purposes, including expense of having water conveyed about the work, in prices stipulated for various items of the work under this contract. The source, quality and quantity of water furnished shall at all times be satisfactory to ENGINEER.

Existing water supply lines may be connected for construction water providing a meter is installed at Contractor's expense and water paid for by Contractor.

6. PRECONSTRUCTION CONFERENCE

A Preconstruction Conference will be held at the office of the ENGINEER or at the construction site, at the discretion of the ENGINEER. The ENGINEER will notify the Contractor of date and time.

7. COMMUNICATIONS

Forward all communications to OWNER through ENGINEER.

8. MAINTENANCE OF TRAFFIC

Provide for maintenance and protection of traffic as specified in the Standard Specifications.

Place and maintain a minimum of three (3) specified lights at such locations as are necessary to call attention of oncoming traffic to the existence of a danger area. Space warning lights maximum of 100 feet to define edge of usable pavement through construction areas.

Before beginning work on any phase of the project, furnish and install all specified construction signs, barricades, wood traffic guides, lights and other devices necessary to protect the public during construction.

Erect and maintain signs in substantial manner and maintain to provide maximum visibility and legibility at all times. Erect and maintain traffic control devices in accordance with Manual on Uniform Traffic Control Devices, current edition.

Establish, repair, replace and relocate signs, lights, warning and protective services as required.

Employ competent, trained and uniformed traffic directors at every point where equipment is working immediately adjacent to or is entering, leaving or crossing active traffic lanes. Employ traffic directors continuously for full time such conditions exist as necessary.

Do not permit equipment or machinery having Caterpillar or other heavy treads that mar or damage pavements to move over or to operate from newly constructed or existing pavement unless such equipment or machinery is moved on suitable pontoons or trailers.

Repair any damage to newly constructed or existing pavements as approved by ENGINEER, at Contractor's expense, or repair will be made by others and cost of such repairs will be charged against Contractor.



Any restriction or diversion of traffic at any time shall be subject to approval of the Local Police Department. In accordance with the Laws of 1983, c.84, the Contractor shall give seventy-two (72) hours notice (by the erection and maintenance of signs near the affected area) whenever a township road must be closed to vehicular traffic for a period of forty-eight (48) hours or more. In case of emergency, "every effort shall be made to notify the public as soon as possible of the closing." Notify Municipal Police and Fire Departments at least twenty-four (24) hours prior to closing of any roadway to traffic.

Submit within ten (10) days after Notice to Proceed, a plan of methods, facilities and devices for maintenance and protection of highway traffic.

Do not occupy with equipment, materials or personnel any roadway or sidewalk areas within or adjacent to the project that is open to traffic except as necessary during actual working hours.

Provide means of access for pedestrian and vehicular traffic at all private driveways and occupied buildings affected by the work of this contract. During construction in the vicinity of driveways, access width at driveway entrance shall be plainly marked by lights, and other devices as necessary. Notify owners of adjoining properties at least twenty-four (24) hours prior to beginning any work which will interfere with their passage.

9. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents as defined in the General Provisions are complementary, and what is called for by any one shall be as binding as if called for by all.



# State of New Jersey Department of Transportation



## Special Provisions For State Aid Projects

**FY 2019 Edition**  
**Revision 28: April 2024**

## **SPECIAL PROVISIONS**

### **TOWNSHIP OF WILLINGBORO SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2 COUNTY OF BURLINGTON**

#### **AUTHORIZATION OF CONTRACT**

The Contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

#### **SPECIFICATIONS TO BE USED**

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to 67 inclusive.

The following additional project specific Attachments are located at the end of these Special Provisions:

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at [https://www.nj.gov/labor/wagehour/wagerate/prevaling\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevaling_wage_determinations.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency 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 contracting agency for any excess costs occasioned thereby.

#### **GENERAL**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, [debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

The following information is located at the end of these Special Provisions:

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. [Payroll Requirements](#) for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. [Americans with Disabilities Act](#) Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14, and 108.15; except as indicated below.

Do not expend or cause to be expended any sum in excess of the amount allocated in the current fiscal year's Capital Program (as specified below). The Department will notify the Contractor when additional funding has been appropriated. Any expenditure by the Contractor which exceeds the amount appropriated is at the Contractor's risk and the Contractor waives its right to recover costs in excess of that appropriated amount.

#### 101.03 TERMS

THE FOLLOWING TERM IS ADDED:

**Full Traffic Access.** All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

THE FOLLOWING IS OMITTED:

**Federal Aid Project.** Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

**Federal Aid Project Attachments.** Attachments to the Contract Special Provision document, used for Federal Aid Projects.

ADD THE FOLLOWING TERM:

**Wholly State Funded Project:** Any agreement, contract or modification thereof between local public agencies and a person for construction work which is paid for in whole or in part with funds obtained from the State government or borrowed on the credit of the State government pursuant to any program involving a grant agreement, contract, loan, insurance or guarantee. This term excludes any agreement, contract or modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

REVISE THE FOLLOWING TERM:

**actual cost:** The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

#### **101.04 INQUIRIES REGARDING THE PROJECT**

##### **2. After Award of Contract.**

Local Aid District 4 Office  
Thomas Berryman, Senior Executive Service  
One Executive Campus Route 70 West, 3<sup>rd</sup> Floor  
Cherry Hill, NJ 08002  
Telephone: 856-414-8414

### **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

#### **102.01 QUALIFICATION TO BID**

THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1, *et seq.*
2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq.*
5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by “Public Works Contractor Registration Act,” N.J.S.A. 34:11-56.48, *et seq.*

THE FOLLOWING IS ADDED:

For all projects funded, in whole or in part, out of funds from the Local Aid program, each bidder on a construction contract valued at more than \$5,000,000 shall be prequalified by the New Jersey Department of Transportation.

#### **102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**

Project Manager: Christopher Kunder  
Email Address: CKunder@Pennoni.com  
Mailing Address: 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035

#### **102.07 PREPARATION OF THE BID**

OMIT THE LAST TWO PARAGRAPHS OF THIS SECTION FOR WHOLLY STATE FUNDED PROJECTS

#### **102.10 SUBMISSION OF THE BID**

THE SECOND PARAGRAPH IS CHANGED TO:

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
7. For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

#### **102.13.01 BIDDER PRE-AWARD REQUIREMENTS**

##### **A. Federal Aid Projects**

This section intentionally left blank.

PART C IS CHANGED TO:

##### **C. All Projects.** Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).
2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

THE FOLLOWING IS ADDED IN PART C:

3. 3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this



requirement, Bidders must register in SAM at <https://www.sam.gov> and the Department will verify the successful Bidder's registration in SAM prior to contract award.

THE FOLLOWING IS ADDED IN PART C:

4. On the "Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-60.1, that neither the Bidder nor its affiliates are engaged in prohibited activities in Russia or Belarus as defined therein.

#### **102.15 DISQUALIFICATION OF BIDDERS**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include, but are not limited to:

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
3. Failure to submit at time of bid or within 5 days of bid opening, a completed and signed CR-266 – Schedule of Disadvantaged Business Enterprise/Emerging Small Business Enterprise/Small Business Enterprise Participation.
4. Failure to submit within 5 days of bid opening, proof of documented evidence of good faith efforts to meet the Contract goal, if the Bidder fails to meet the Contract DBE, ESBE or SBE goal.
5. Failure to submit within 5 days of bid opening, a completed and signed Confirmation of DBE/ESBE/SBE Firm (Form CR-273) for each DBE/ESBE/SBE firm listed on the CR-266. The Bidder shall not complete any portion of the CR-273 form.
6. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for each DBE/ESBE/SBE firm listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-274 form.
7. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE/ESBE/SBE Regular Dealer/Supplier listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-272 form.
8. Failure of the Bidder to meet the Contract DBE, ESBE, or SBE goal as determined by the DCR/AA, or make adequate good faith efforts to do so.
9. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,
10. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
11. Lack of competency or lack of adequate machinery, plant, or other equipment.
12. Unsatisfactory performance on previous or current contracts.
13. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
14. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
15. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
16. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at <https://www.sam.gov/SAM/> for federally assisted contracts.
17. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

## SECTION 103 – AWARD AND EXECUTION OF CONTRACT

### 103.04 EXECUTION OF THE CONTRACT

THE FIRST PARAGRAPH IS CHANGED TO:

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in [103.05](#).
2. Performance bond and payment bond as specified in [151.03.01](#).
3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.
4. Proof of the registrations specified in [102.01](#) for the Department of Treasury and the Department of Labor.
5. If the case of non-resident Bidders, the completed form regarding “Appointment of Agent” for compliance with N.J.S.A. 14A:15-2, *et seq.*

### 103.05 ESCROW BID DOCUMENTS

#### 103.05.A ESCROW BID DOCUMENTS

REVISE SECTION 103.05.A TO THE FOLLOWING:

- A. **Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor’s bid documents to negotiate changes and claims if they are escrowed and a signed custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

## SECTION 104 – SCOPE OF WORK

### 104.02 VALUE ENGINEERING

#### 104.02.01 Purpose and Scope

THE FOLLOWING IS ADDED:

The Department will not consider the following as (a) VE Proposal(s):

## SECTION 105 – CONTROL OF WORK

### 105.01 AUTHORITY OF THE DEPARTMENT

### **105.01.01 RE**

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

### **105.01.03 Contractor Performance Evaluation**

REVISE SECTION **105.01.03** TO:

This section intentionally left blank.

## **105.02 RESPONSIBILITIES OF THE CONTRACTOR**

### **105.02.05 Civil Rights Requirements**

REVISE SECTION **105.02.05.1** TO THE FOLLOWING :

1. **Federal Aid projects.** This section intentionally left blank.

REVISE THE FIRST LINE OF SECTION **105.02.05.2** TO THE FOLLOWING:

2. **Wholly State Funded Contracts.** When applicable for wholly State Funded contracts under the jurisdiction of New Jersey Statutes N.J.S.A. 10:5-31 et seq., State EEO regulations and goals apply as specified in State Funded Project Attachments 1 to 6 of the Special Provisions.

### **105.03 CONFORMITY WITH THE CONTRACT**

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO: In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

### **105.05 WORKING DRAWINGS**

TABLE 105.05-1 IS CHANGED TO:

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

**Table 105.05-1 – Working Drawing Submission Category**

<b>Certified</b>	<b>Approved</b>
Breakaway I-Beam GA Sign Support Posts	Catalog Cuts (related to landscape Items)
Bridge Drainage	Change in Structural Steel Details
Bridge Railing and Fencing Anchorage System	Change of Prestressed Concrete Strand Patterns
Catalog Cuts	Demolition Plans
Composite Piles	Erection Plans
DMS Sign Support Structure	High Load Multi-Rotational (HLMR) Bearings
DMS Standard Ground Mounted	Isolation Bearings
Elastomeric Bearings Pads	ITS System Drawings, including Block Diagrams
Electrical Items Not Pre-Qualified	Machinery and Electrical Items for Movable Bridges
Expansion Joint Assemblies (except Modular Expansion Joint Assemblies)	Mechanically Stabilized Earth (MSE) Walls
Precast Prestressed Concrete Beams and Piles Fabrication	Modular Expansion Joint Assemblies
Reinforced Elastomeric Bearings	Other work shown on the Plans as conceptual
Sign Legends	Precast Concrete Arch Structures
Sign Support Structures	Precast Concrete Box Culverts
Structural Steel Fabrication	Prefabricated Modular Walls
	Stay-In-Place Forms
	Temporary Sheeting and Cofferdams
	Temporary Shielding
	Temporary Structures
	Value Engineering Plans

**1. Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 5 days for review and certification or rejection and return of certified working drawings.

**2. Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 5 days for review and approval or rejection and return of working drawings.

**105.07.01 Working in the Vicinity of Utilities**

**A. Initial Notice.**

Gas

South Jersey Gas  
P.O. Box 6000  
Folsom, NJ 08037  
(888) 766-9900  
(800) 582-7060 (for gas leaks)

Electric

Atlantic City Electric  
Williamstown Junction  
295 North Grove Road  
Berlin, NJ 08009  
(800) 833-7476 (for electric outages)

(856) 753-2808

Telephone

Verizon  
713 Marsha Avenue  
Williamstown, NJ 08094  
(856) 728-9988

Cable

Comcast Cable  
1250 Haddonfield-Berlin Road  
Cherry Hill, NJ 08034  
(856) 893-2900

**B. Locating Existing Facilities.**

Fiber Optic Markout Form is available at:

<http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtm>.

Bureau of Traffic Operations, South Region (TOCS)  
1 Executive Campus-Route 70 West  
Cherry Hill, NJ 08002-4106  
Telephone: 856-486-6650

For Weigh-in-Motion and Traffic Volume systems contact:

Transportation Data and Safety Unit  
PO Box 600  
Trenton, NJ 08625  
609-963-1891

For Roadway Weather Information Systems contact:

Permits, Electrical Maintenance & Claims Unit  
PO Box 600  
Trenton, NJ 08625  
609-963-1829

Bureau of Electrical Maintenance, South Region  
One Executive Campus Route 70 West  
Cherry Hill, NJ 08002-4106  
Telephone: 856-486-6627

**C. Protection of Utilities.**

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

Complete a Request for Right of Entry onto railroad property in compliance with the requirements of the specific railroad.

Facility Daily Access Request Form is available at:<http://www.state.nj.us/transportation/eng/elec/ITS/access.shtm>.

THE FOLLOWING SUBSECTION IS ADDED:

**105.11 CONSTRUCTION LAYOUT**

Perform a site investigation within the Project Limits to locate existing ROW markers, property markers, survey control markers, and monuments. Before beginning construction operations, protect ROW markers, property markers, survey control markers, and monuments from disturbance and destruction. Notify the RE of the location of property markers and

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

monuments that are in danger of being removed or disturbed and tie to fixed points or locate from established contract control. Do not remove or disturb existing ROW markers, property markers, survey control markers, and monuments until obtaining RE approval. Record and provide field location notes to the RE upon request.

Before removing a monument that is not owned by the Department, notify the agency to which the monument belongs of the need to remove the monument. Provide the RE with copies of correspondence with the agency, as well as the agency's written requirements or guidelines for setting monuments.

If a monument or marker is disturbed or removed without RE approval, the Contractor is responsible for reimbursing the Department for the cost to replace the monument.

Perform layout for the construction of the Contract using the control points and data shown on the Plans. Perform layout under the direct supervision of a licensed land surveyor. Preserve control points throughout the duration of the Project. Reset control points that are damaged, lost, displaced, or removed.

Before beginning construction operations, verify the vertical and horizontal controls provided in the Plans using, at a minimum, third-order, Class I accuracy procedural standards and equipment. Notify the RE in writing of discrepancies or errors and obtain resolution before proceeding with the work. Upon request, provide the RE with survey notes and calculations related to the field control verification.

Before beginning construction operations, establish lines for ROW, easement, and other restrictions, such as boundaries for environmentally sensitive areas to define the limits of construction and temporary operations. Establish limits of tree protection and other vegetation to be preserved. Do not encroach on private property, except as allowed by easements. Document existing site conditions, including vegetation, in areas to be used for excavation, temporary construction, storage, parking, movement of equipment, field office, etc. which will have to be later restored to pre-existing conditions. Provide documentation, including photographs, to the RE.

Provide the Utilities with the layout needed to install relocated utility facilities and coordinate the Work. Ensure that relocated facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts.

Establish the exact location of the Work from the control points. Reference the Work to baselines that are established from the control points. Maintain baselines until Completion.

Provide and maintain offset baseline stakes for roadways, ramps, jughandles, and turnarounds outside the limits of grading and construction. Set offset stakes at a maximum interval spacing of 50 feet. Where baselines have a radius of less than 475 feet, provide offset stakes at a maximum interval spacing of 25 feet. Identify and mark each stake to show the offset distance from the baseline and provide grade sheets to the RE showing the cut or fill to the finished profile lines with reference to the offset stakes. Provide grade sheets for construction of subbase that include calculations to establish the typical cross section from the profile grade stake. Provide adequate and accurate offset lines during construction that requires occupation of the baseline points by construction operations. Provide the RE with assistance as requested for verification of lines, grades, boundaries, dimensions, and elevations.

Construct the Work to the dimensions and tolerances noted within the Contract. Except where otherwise noted, construct subbase, base courses, pavements, and structures to within 1/4 inch of the elevations, stations and offsets noted in the Contract. If work does not conform to the tolerances allowed, the Department may consider the work to not be in conformance with the work as specified in 105.03.

For each bridge and sign structure within the Project Limits, provide the RE as-built measurements of the minimum vertical underclearance at each lane line, shoulder line, curb line, and edge of pavement line under a structure to the nearest hundredth of a foot. For each bridge structure, provide vertical underclearance measurements at each fascia beam and the portions of the structure that govern the minimum vertical underclearance. Provide minimum vertical underclearance measurements prior to the completion of each stage of construction. Notify the RE in writing of any discrepancies, errors, or deviations from plan dimensions and clearances prior to opening any bridge or structure or any portion thereof to traffic.

Upon request, provide the RE with survey notes and calculations related to the alignment and horizontal and vertical control, and field notes to document the ROW, including easements and monument locations. Maintain survey notes in a bound field notebook in a professional manner.

The Department will not make payment for survey, stakeout, and layout. The cost is to be distributed across the various items of work and to be included in extra work as may be added to the Contract.

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

If the Department discovers survey errors, including errors that should have been detected during verification of controls provided in the plans, the Department will deduct the costs of checking and correcting these errors from any money due to the Contractor.

## **SECTION 106 – CONTROL OF MATERIAL**

THE SECTION HEADING IS CHANGED TO:

## **SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT**

### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 – Procurement of recovered materials, ensuring that materials furnished for the Project contain, “the highest percentage of recovered materials practicable,” where the purchase price of the covered item listed exceeds \$10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in 106.04.

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

### **106.02 DEPARTMENT-FURNISHED MATERIAL**

### **106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

### **106.03 FOREIGN MATERIALS AND EQUIPMENT**

#### **1. Wholly State Funded Projects**

THE ENTIRE TEXT IS CHANGED TO:

Due to the requirements of MAP-21 (Moving Ahead for Progress in the 21st Century Act), comply with the Federal Aid Project requirements specified under Subpart 2.

#### **2. Federal Aid Projects.**

THE FOLLOWING IS ADDED:

Comply with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. Comply with IIJA’s three categories: iron and steel, manufactured products, and construction materials:

- a. Ensure all iron and steel used in the project are produced in the United States. Ensure all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. Ensure all manufactured products as defined by IIJA are exempted from the Buy America requirements pursuant to 48 FR 50399 (1983) which excludes manufactured products from 23 CFR 635.410.

- c. Ensure all construction materials are manufactured in and manufacturing processes occurred in the United States. Construction materials includes an article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

#### **REMOVE SECTION 106.03.2 Federal Aid Projects**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

Comply with 2 CFR 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

Do not provide Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Do not provide video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.

Do not provide Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Do not provide any equipment assembled by others that has an integral component that was manufactured and supplied by the aforementioned companies.

#### **106.07 CERTIFICATION OF COMPLIANCE**

##### **106.07.01 Certification of Compliance**

THE FIRST PARAGRAPH IS CHANGED TO:

Submit manufacturer’s Certifications of Compliance stating that the materials and assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department, except for materials and assemblies that are temporary and not incorporated into the final construction and are not iron or steel such as sheeting and bridge assemblies. The State reserves the right to determine if a specific material or assembly meets this provision.

#### **106.09 SUBSTITUTES FOR PROPRIETARY ITEMS**

#### **106.10 USE OF UNITED STATES FLAG VESSELS**

THE ENTIRE TEXT IS CHANGED TO: This section intentionally left blank.

### **SECTION 107 – LEGAL RELATIONS**

#### **107.11 RISKS ASSUMED BY THE CONTRACTOR**

##### **107.11.01 Risks**

1. **Damage Caused by the Contractor.**



**107.11.02 General Insurance**

**B. Types**

1. **Comprehensive General Liability Insurance.**
  
2. **Comprehensive Automobile Liability Insurance.**
  
5. **Excess Liability Insurance.**

**107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

REPLACE THIS SECTION WITH: This section intentionally left blank.

**107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

**107.14 PATENED DEVICES, AMTERIALS, AND PROCESSES**

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

**107.15 TAXES**

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO: The sales tax exemption does not apply to equipment used for Contract work.

**SECTION 108 – PROSECUTION AND COMPLETION**

**108.01 SUBCONTRACTING**

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

**1. Values and Quantities.**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

- a.  
There are no Specialty Items in this Project.

REMOVE PARAGRAPH FOUR OF SECTION **108.01**

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

REVISE SECTION **108.01.3.a** TO THE FOLLOWING:

- a. Federal Aid Projects.** This section intentionally left blank.

**108.02 COMMENCEMENT OF WORK**

THE THIRD PARAGRAPH IS CHANGED TO:

Do not perform construction layout and FIELD OFFICE TYPE \_\_\_ SET UP until the Department has approved the insurance certificates and the safety program. Do not begin other construction operations until after the following actions:

1. A preconstruction conference with the Department has been held.
2. Approval of the progress schedule as specified in 153.03.02.
3. The field office has been established.
4. The ROW limits, limits of construction, environmentally restricted areas, and trees or other vegetation designated to be preserved have been laid out.

**108.07.01 Interference**

THE SECOND PARAGRAPH IS CHANGED TO:

Schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible. Limit work zones according to the Special Provisions. Confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is performed in stages adjacent to traffic, ensure that the road opened to traffic adequately accommodates traffic. Do not interfere with existing traffic access, except when required to perform the Work or as approved by the RE.

THE FOLLOWING NEW SUBPART IS ADDED:

**108.07.03 Lane Rental**

Lane and shoulder closures are restricted to the schedule provided in the Traffic Control Details of the plans, and as specified in 108.07.01. The Contractor may extend the allowable hours for lane and shoulder occupancy as provided by Table 108.07.03-1 with the RE's written approval. Submit a written request to the RE to rent lanes and shoulders for an extended period at least 14 days prior to the anticipated use. In the request, provide the following information:

1. Route, direction, and milepost limits
2. Closure Description (Lane type/shoulder)
3. Date(s)/Days
4. Start Time(s)
5. Finish Time(s)
6. Reason
7. Calculation of Lane Rental Cost for each closure

The Department will assess the lane rental charge for each hour the Contractor occupies a lane in accordance with Table 108.07.03-1. If the Contractor does not occupy the lane during the extended hours, the Department will not assess a lane rental charge. If the Contractor occupies the lane for fewer hours than requested, the Department will only assess a lane rental charge for the time that the Contractor has actually occupied the lane. If the Contractor occupies a lane for a portion of an hour, the Department will round the occupancy time to the next highest half hour.

The Department will assess a lane rental charge for lane and/or shoulder occupancy of the roadway at the rates provided in Table 108.07.03-1.

Do not occupy a lane or shoulder beyond the RE's approved extension of the allowable hours for lane and shoulder occupancy. If the Contractor's lane closure exceeds the allowable time period, the Department will assess Lane Occupancy Charges in accordance with 108.08.

**108.08 LANE OCCUPANCY CHARGES**  
SUBSECTION IS RENAMED AND CHANGED TO:

**108.08 OCCUPANCY CHARGES**

The closure schedule shown in the plans indicates the time periods for allowable closures as specified in the Contract. Allowable closures are permitted for, but not limited to; roadways, lanes, shoulders and ramps. If the Contractor's closures exceed these time periods, the Department will deduct from the monthly estimate an occupancy charge for the use and occupancy beyond the time periods shown in the closure schedule until such time that the closure is reopened to traffic or until such time that the closure is allowed to take place again under the closure schedule. The Department will recover the cost of occupancy charges as specified in 107.16.

The RE will keep record of each occurrence as well as the cumulative amount of time that a closure exceeds the time periods shown in the closure schedule and provide the record to the Contractor. The Department will calculate an occupancy charge by multiplying the length of time of each delayed opening, in minutes, by the rate of \$10 per minute, unless otherwise specified in the Special Provisions. The total amount per day for occupancy charges that the Department will collect will not exceed \$10,000.00.

The Department will waive an occupancy charge where a closure is not reopened to traffic as specified in the closure schedule directly and solely by reason of extraordinary, exigent circumstances not under the control of or reasonably foreseeable by the Contractor. Equipment breakdowns, supplier deliveries, and weather related hindrances are not extraordinary, exigent circumstances. However, the Department has the right to assess an occupancy charge for any period of time that a closure remains closed beyond the reasonable period of time needed by the Contractor to reopen a closure due to an extraordinary, exigent circumstance.

**108.10 CONTRACT TIME**

B. Complete all work required for Substantial Completion in 120 days.

**108.11.01 Extensions to Contract Time**

**108.11.01.A**

REVISE THE SECOND PARAGRAPH TO:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

**B. Types of Delays.**

**2. Excusable, Non-Compensable Delays.**

**b. Utilities.**

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

CHANGE SECTION **108.11.01.B.3** TO:

**3. Excusable, Compensable Delays.** Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the Department will grant an extension of Contract Time and will make payment for delay damages.

CHANGE SECTION **108.11.01.B.4** TO:

**4. Concurrent Delays.** Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.

**C. Submitting Time Impact Evaluation.** If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

#### **108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED**

#### **108.15 TERMINATION OF CONTRACT**

##### **108.15.02 For Cause**

REVISE PARAGRAPH FIVE TO:

The Department will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed except that the Department may make payment for profit and overhead on work.

#### **108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

#### **108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- B. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$500.

1

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.01 MEASUREMENT OF QUANTITIES**

THE LAST PARAGRAPH IS CHANGED TO:

The Department does not typically measure quantities for Proposal Items, except quantities designated on the Plans as “if and where directed,” for payment. The Contractor or the RE can measure Proposal Items for payment. If making a measurement for a change in payment, submit drawings, calculations, and other information demonstrating the as-built quantity to the party not initiating measurement. If the difference between the measured quantity and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will make payment based on the Contract quantity. If the difference is more than 10 percent of the Contract quantity, the Department will make payment based on the measured quantity. For each Item that the Contractor requests a Proposal Item be measured, and it is determined that the difference between the quantity measured and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will deduct \$500.00. The Department will measure quantities for Proposal Items that are designated on the Plans as “if and where directed” for payment when the RE directs work using the “if and where directed” quantity.

REVISE THE ENTIRE TEXT OF SECTION **109.03** TO THE FOLLOWING:

### **109.03 PAYMENT FOR FORCE ACCOUNT**

This section intentionally left blank.

### **109.04 PAYMENT FOR DELAY DAMAGES**

REVISE THE FIRST SENTENCE OF SECTION **109.04** TO:

For eligible extensions, the department will make payment for the costs allowed based on the following documentation submitted by the contractor:

### **109.05 ESTIMATES**

THE FOURTH PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, whether:

1. No subcontractor or supplier was used on the project; or
2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier’s work that was paid by the Department; or
3. There exists a valid basis under the terms of the subcontractor’s or supplier’s contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

THE THIRTEENTH PARAGRAPH IS CHANGED TO:

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

In the first Estimate following installation of all landscape work, the Department will reduce the retainage withheld to 1 percent of the Total Adjusted Contract Price, unless it has been determined by the Department that the withholding of additional retainage is required. If retainage is held in cash withholdings, the reduction is to be accomplished by payment under the next Estimate. If retainage is held in bonds, the Department will authorize a reduction in the escrow account.

#### **109.06 MATERIALS PAYMENTS AND STORAGE**

THE SUBSECTION IS CHANGED TO:

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds \$25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.
3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

#### **109.09 AUDITS**

THE FIRST SENTENCE IS REVISED TO:

All claims filed are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, et seq.

#### **109.11 FINAL PAYMENT AND CLAIMS**

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

#### **151.04 MEASUREMENT AND PAYMENT**

THE DEFINITION FOR THE VARIABLE  $C_F$  IS CHANGED TO:

$C_F$  = Final Contract Price excluding adjustments for PERFORMANCE AND PAYMENT BOND.

### **SECTION 152 – INSURANCE**

#### **152.03.01 Railroad Protective Liability Insurance**

### **SECTION 153 – PROGRESS SCHEDULE**

#### **153.03.01 CPM PROGRESS SCHEDULE**

REVISE THE SIXTH PARAGRAPH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

#### **153.03.03 BAR CHART PROGRESS SCHEDULE UPDATE**

REVISE THE THIRD PARAGRAPH TO:

Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

### **SECTION 155 – CONSTRUCTION FIELD OFFICE**

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

**SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY**

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

**SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

THE SECTION IS RENAMED TO:

**SECTION 157 – MONUMENTS**

**157.01 DESCRIPTION**

THE FIRST PARAGRAPH IS CHANGED TO:

This Section describes the requirements for constructing monuments and monument boxes.

**157.03.01 Construction Layout**

THE ENTIRE SUBPART HAS BEEN REVISED, MOVED, AND RENAMED TO SUBSECTION 105.11

**157.03.02 Monument**

THE SUBPART IS RENUMBERED:

**157.03.01 Monument**

THE SUBPART IS CHANGED TO:

Comply with the Map Filing Law N.J.S.A. 46:26B-1 through 8 and N.J.A.C. 13:40-5.1 through 2. Set non-Department monuments according to the requirements of the agency. Set Department monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the RE. Reuse excess excavated material as specified in 202.03.03.C.1. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, obtain the current horizontal and vertical control datum values on the monument and submit these values, signed and sealed by the land surveyor, to the RE.

**157.03.03 Monument Box**

THE SUBPART IS RENUMBERED:

**157.03.02 Monument Box**

**157.04 MEASUREMENT AND PAYMENT**

THE CONSTRUCTION LAYOUT PAY ITEM AND PAYMENT CALCULATION ARE DELETED:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
MONUMENT	UNIT
MONUMENT BOX	UNIT



The Department will make payment for tree or other vegetation protection or preservation under TREE PROTECTION as specified in [158.03.02.20](#) for work specified in the various Items of this Subsection.

## **SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL**

### **158.03.02 SESC Measures**

#### **19. Oil-Only Emergency Spill Kit.**

## **SECTION 159 – TRAFFIC CONTROL**

### **159.02.01 Materials**

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22 .....902.01.01

### **159.02.02 Equipment**

THE FOLLOWING EQUIPMENT IS CHANGED TO:

Arrow Board .....1001.01

THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

Portable Variable Message Sign w/Remote Communication .....1001.04

Portable Trailer Mounted CCTV Camera Assembly .....1001.05

### **159.03.01 Traffic Control Coordinator**

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC’s responsibilities and duties shall include the following:

### **159.03.02 Traffic Control Devices**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device’s applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control

Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

**2. Construction Barrier Curb.**

THE SECOND PARAGRAPH IS CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

PART 3 IS CHANGED TO:

**3. Arrow Board.** Provide an arrow board as specified in 1001.01.

PART (5) IS CHANGED TO:

**5. Temporary Crash Cushion.** Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department, will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor’s lack of response to a damage notification, the Contractor agrees to pay the Department a sum of \$3,000 for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

Upon removal of the crash cushion, cut anchor bolts at least 3 inches below the surface of the surrounding roadway. Repair HMA pavement as specified in 401.03.03. Repair concrete pavement as specified in Section 452.

PART 6 IS CHANGED TO:

**6. Traffic Control Truck with Mounted Crash Cushions.** Provide the RE with a copy of the crash cushion manufacturer’s recommendations. Provide the RE a certified weigh ticket of the Traffic Control Truck with arrow board and mounted Crash Cushion. Position the traffic control truck to ensure that there is adequate stopping distance after impact and to prevent errant vehicles from traveling around the truck and endangering workers. When used in a fixed position, place manual transmission vehicles in second gear and place automatic transmission vehicles in park. Ensure that the parking brake is set and the wheels are set straight. Do not use traffic control trucks in place of other temporary impact attenuators for more than 24 hours. Relocate the traffic control truck as specified by the TCP, or as directed by the RE. Do not use the truck to carry additional equipment, materials, or debris. When using ballast, ensure that it is secured to the truck. Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.

**9. Portable Trailer Mounted CCTV Camera Assembly (PTMCCA).**

**159.03.03 Removable Black Line Masking Tape**

1\*\*\*\*\*1

BDC22S-06 DATED JUL 13, 2022

THE ENTIRE SUBSECTION IS CHANGED TO:

Apply black line masking tape over existing traffic stripes as specified in 159.03.05. Ensure that the black line masking tape completely covers existing stripes. Replace black line masking tape that becomes loose after placement within 2 hours. When black line masking tape is no longer required or directed by the RE, carefully and completely remove without using heat, solvents, grinding, sanding, or water.

#### **159.03.05 Temporary Pavement Marking Tape**

THE ENTIRE SUBSECTION IS CHANGED TO:

Install tape according to the manufacturer's recommendations when the weather is favorable as determined by the RE. Do not install the tape during wet conditions. Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.

Install tape on dry surfaces having a surface temperature between 50 °F and 150 °F, when the ambient temperature is at least 50 °F and rising as determined by the National Weather Service (<http://www.nws.noaa.gov/>). When splicing is required, install the tape using butt splices. Do not overlap the tape.

Tamp the tape for initial adhesion and then apply pressure by driving a truck slowly over the tape several times. Maintain tape by replacing loose or damaged tape within 2 hours. Remove tape when no longer required or when directed by the RE.

The surface must be dry. Do not install tape when precipitation is imminent as determined by the RE. The RE will coordinate with the Contractor to install the tape when there is no anticipated precipitation. Install the tape in continuous lengths of 20 feet or less. Any continuous length of more than 20 feet must be removed and replaced at no cost to the Department. Ensure that the removable tape is capable of being removed manually, intact or in large pieces, at temperatures above 40 ° F, without the use of solvents, burning, grinding, or blasting and without damage to the underlying surface.

If conditions do not allow for the proper adhesion of the tape, use Latex Traffic Stripes, Latex Traffic Markings Lines, and Latex Traffic Markings Symbols as specified in 159.03.06.

#### **159.03.08 Traffic Direction**

PART A IS CHANGED TO:

- A. Flagger.** Provide a flagger that has received formal training in flagging operations and the proper use of the STOP/SLOW paddle. The flagger must be able to demonstrate the abilities indicated in the current MUTCD and, when requested, demonstrate competency to the RE. Immediately replace flaggers who fail to demonstrate competency with a competent flagger. Ensure that flaggers wear a 360 degree high-visibility retroreflective orange safety garment meeting ANSI/ISEA Class 3, Level 2 standards. Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

PART B IS CHANGED TO:

- B. Police.** Unless designated as local police at the preconstruction conference, police will be on-duty New Jersey State Police. Police are either provided by the RE as employees of the State, or by the local government as a vendor to the State. The use of police services by the RE does not relinquish or diminish the Contractor's responsibilities for work zone safety.

Submit a request for police services to the RE 72 hours before beginning construction operations.

Activities requiring police services include:

1. Traffic direction through signalized intersections, where the integrity of the existing traffic signal system is impacted or where an override of the signal is required.
2. Temporary closure of all lanes on state highways and interstates.

Police services may be requested as an enhancement to the TCP.

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

This enhancement includes:

1. Temporary closure of one or more lanes on interstates.
2. Temporary closure of one or more lanes on state highways with a posted speed of 50 miles per hour or higher.

Emergency situations may prevent police from arriving at the scheduled date or time. The RE will not permit construction operations that, by law, require police services if police are unavailable. The Department will not accept claims for interruptions or delays resulting from any failure of police to arrive as requested.

The RE must notify State and local police of cancellations 24 hours in advance. At least 24 hours before the scheduled start of work, notify the RE of any work cancellation for which police services were requested.

#### **159.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING PAY ITEM IS CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
ARROW BOARD, ___' X ___'	UNIT

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The Department will measure TRAFFIC STRIPES, LATEX and TRAFFIC MARKINGS LINES, LATEX by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

### **SECTION 160 – PRICE ADJUSTMENTS**

THE ENTIRE SECTION 160 IS CHANGED TO:

#### **160.01 DESCRIPTION**

This Section describes the requirements for price adjustments for fuel and asphalt usage.

#### **160.02 MATERIALS**

(Intentionally Blank)

#### **160.03 PROCEDURE**

##### **160.03.01 Fuel Price Adjustment**

The Department will make price adjustments for fuel usage for Items listed in Table 160.03.01-1. Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting within period one and continuing past midnight of the fourteenth day into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing past midnight of the last day of the month into the first day of the next month will be included in period two.

The Department will calculate fuel price adjustments based on the pay quantities of listed Items using the fuel usage factors listed in Table 160.03.01-1.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the Estimates and the as-built quantity cannot be readily distributed among the time periods that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item's Estimate quantity is to the total of the Item's time period estimates.

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
EXCAVATION, UNCLASSIFIED	0.50 Gallons per Cubic Yard
EXCAVATION, REGULATED MATERIAL	0.50 Gallons per Cubic Yard
EXCAVATION, ACID PRODUCING SOIL	0.50 Gallons per Cubic Yard
REMOVAL OF PAVEMENT	0.25 Gallons per Square Yard
MICRO-MILLING	0.25 Gallons per Square Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
HMA MILLING, MORE THAN 3" TO 6"	0.25 Gallons per Square Yard
CONCRETE MILLING	0.25 Gallons per Square Yard
HMA PROFILE MILLING	0.25 Gallons per Square Yard
BREAKING PAVEMENT	0.25 Gallons per Square Yard
RUBBLIZATION	0.25 Gallons per Square Yard
SUBBASE	1.00 Gallon per Cubic Yard
I-__ SOIL AGGREGATE	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, __ " THICK	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, __ " THICK	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
CONCRETE BASE COURSE, __ " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED __ " THICK	0.25 Gallons per Square Yard
ASPHALT-STABILIZED DRAINAGE COURSE	2.50 Gallons per Ton
OPEN-GRADED __ FRICTION COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT __ __ __ SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT __ __ __ INTERMEDIATE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT __ __ __ BASE COURSE	2.50 Gallons per Ton
MODIFIED OPEN-GRADED __ FRICTION COURSE __	2.50 Gallons per Ton
ULTRA-THIN FRICTION COURSE	2.50 Gallons per Ton
STONE MATRIX ASPHALT __ SURFACE COURSE	2.50 Gallons per Ton
HIGH PERFORMANCE THIN OVERLAY	2.50 Gallons per Ton
BINDER RICH INTERMEDIATE COURSE	2.50 Gallons per Ton
BRIDGE DECK WATERPROOFING SURFACE COURSE	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
CONCRETE SURFACE COURSE, __ " THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 4" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 5" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 8" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 8" THICK	0.25 Gallons per Square Yard
DIAMOND GRINDING OF CONCRETE SURFACE COURSE	0.25 Gallons per Square Yard
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT	0.25 Gallons per Square Yard
SLURRY SEAL AGGREGATE, TYPE II	2.5 Gallons per Ton
SLURRY SEAL EMULSION	0.10 Gallons per Gallon
SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2	

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
CONCRETE BRIDGE APPROACH	0.50 Gallons per Cubic Yard
CONCRETE CULVERT	1.00 Gallon per Cubic Yard
CONCRETE FOOTING	1.00 Gallon per Cubic Yard
CONCRETE WING WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMN PROTECTION, HPC	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMNS AND CAP	1.00 Gallon per Cubic Yard
CONCRETE ABUTMENT WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER SHAFT	1.00 Gallon per Cubic Yard
CONCRETE PEDESTRIAN BRIDGE	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK, HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET HPC	1.00 Gallon per Cubic Yard
15" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.12 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.17 Gallon per Linear Foot
21" BY 34" CONCRETE BARRIER CURB, BRIDGE	0.15 Gallon per Linear Foot
24" BY 42" CONCRETE BARRIER CURB, BRIDGE	0.21 Gallon per Linear Foot
CAST-IN-PLACE CONCRETE PILES, DRIVEN ____ " DIAMETER	1.00 Gallon per Cubic Yard
RETAINING WALL, LOCATION NO. ____	0.10 Gallon per Square Foot
CONCRETE MEDIAN BARRIER, HPC	0.16 Gallon per Linear Foot
15" BY 41" CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB	0.17 Gallon per Linear Foot
15" BY 54" CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
38" BY 79" CONCRETE BARRIER CURB	0.40 Gallon per Linear Foot
24" BY 39" CONCRETE BARRIER CURB	0.18 Gallon per Linear Foot
18 5/8" BY 65" CONCRETE BARRIER CURB	0.20 Gallon per Linear Foot
32" BY 41" CONCRETE BARRIER CURB	0.24 Gallon per Linear Foot
24" BY 41" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
24" BY 45" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
15" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.09 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.24 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
19" BY 32" CONCRET BARRIER CURB, DOWELLED	0.10 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
24 1/2" BY 53" CONCRETE BARRIER CURB, DOWELLED	0.18 Gallon per Linear Foot
24 1/2" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
24" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
GROUND MOUNTED BARRIER CURB	0.15 Gallon per Linear Foot
15" BY 51" F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
24 1/2" BY 51" F SHAPE CONCRETE BARRIER CURB	0.23 Gallon per Linear Foot

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
24 1/2" BY ___ " F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.23 Gallon per Linear Foot
15" BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
15" BY ___ " F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
VARIABLE WIDTH BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
9" BY 16" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 18" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 20" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 22" CONCRETE VERTICAL CURB	0.05 Gallon per Linear Foot
9" BY 14" CONCRETE VERTICAL CURB	0.03 Gallon per Linear Foot
9" BY 4" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 6" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 8" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
9" BY 10" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
12" BY 13" CONCRETE SLOPING CURB	0.04 Gallon per Linear Foot
12" BY 3" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
___ " BY ___ " CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot

If an item listed in Table 160.03.01-1 has a payment unit which differs from that listed in Table 160.03.01-1, the Department will apply an appropriate conversion factor to determine the number of gallons of fuel used.

The Department will calculate fuel price adjustment using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Fuel Price Index for work performed in the time period immediately before the estimate cutoff date.

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

The Department will post the Fuel Price Index every month on the Department's website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Fuel Price Index is the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of that month will govern for the Basic Fuel Price Index. If the Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

### **160.03.02 Asphalt Price Adjustment**

The Department will make price adjustments for asphalt binder usage. The Department will calculate asphalt price adjustments based on the quantities of Items containing asphalt binder constructed.

Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting on the fourteenth day of the month and continuing past midnight into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing through midnight of the last day of the month into the first day of the next month will be included in period two.

The Asphalt Price Adjustment will be separated between asphalt binder grades PG 64S-22 and PG 64E-22. The price used for both the Basic and Monthly Price Indexes will be determined based on the performance grade of asphalt binder in the approved mix design for the asphalt mixture.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Asphalt Price Index for work performed in the time period immediately before the estimate cutoff date.

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder<sup>1</sup>

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

For Tack Coat, Prime Coat, MICRO SURFACING EMULSION, SLURRY SEAL EMULSION, and FOG SEAL SURFACE TREATMENT, the Department will calculate the weight of asphalt as follows:

$$T = G \times C \times 0.00428$$

C = Petroleum content of the product

Use 100% for Tack Coat 64-22 and Tack Coat 64E-22

Use 60% for Polymer Modified Tack Coat, and all other emulsified asphalts

G = Gallons furnished

The constant 0.00428 is derived from the conversion factor of tons per gallon using 8.345 lbs/gallon for water and a factor of 1.025 for the specific gravity of asphalt binder.

The Department will not calculate an asphalt price adjustment for FOG SEAL STRIP.

The monthly asphalt price index, as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department. The Department will post the asphalt price index every month on the Department's website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Asphalt Price Index will be the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of the month will govern for the Basic Asphalt Price Index.

The Monthly Asphalt Price Index will be that for the month that the work is constructed in. If work is constructed over the course of two or more months for a particular pay estimate, then multiple Monthly Indexes will be used corresponding to the date that the work was performed.

If the Asphalt Price Index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the RE.

THE FOLLOWINGS IS ADDED:

THE FOLLOWINGS SUBPART IS ADDED:

### **160.03.03 Steel Price Adjustment**

The Department will make a steel price adjustment for Items listed in table 160.03.03-1 using the price index indicated for the Item. This adjustment is based solely on the mill provided steel.



**Table 160.03.03-1 Steel Price Adjustment Items**

Item	Price Index (BS & MS)
STRUCTURAL STEEL	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Hot Rolled Steel Bars, Plates, and Structural Shapes WPU 101704
REINFORCEMENT STEEL	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
REINFORCEMENT STEEL, EPOXY-COATED	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
REINFORCEMENT STEEL, GALVANIZED	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
REINFORCEMENT STEEL, STAINLESS	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
CAST-IN-PLACE CONCRETE PILE FURNISHED	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Hot Rolled Steel Bars, Plates and Structural Shapes WPU 101704
STEEL H-PILE, FURNISHED	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Hot Rolled Steel Bars, Plates and Structural Shapes WPU 101704
BEAM GUIDE RAIL	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
RUB RAIL	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
OVERHEAD SIGN STRUCTURE NO. ____	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
BUTTERFLY SIGN SUPPORT, DMS STRUCTURE NO. ____	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
CANTILEVER SIGN STRUCTURE NO. ____	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702
CANTILEVER SIGN SUPPORT, DMS STRUCTURE NO. ____	US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

A steel price adjustment will only be made for price increases when  $\frac{(MS - BS)}{BS} > 10\%$ , and a price adjustment will only be made for price decreases when  $\frac{(BS - MS)}{BS} > 10\%$ .

When the Monthly Steel Price Index is greater than the Benchmark Steel Price Index, the Department will calculate STEEL PRICE ADJUSTMENT using the following formula:

$$S = \frac{[(BS - MS) + (BS \times 0.10)]}{-BS} \times CB \times W$$

When the Monthly Steel Price Index is less than the Benchmark Steel Price Index, the Department will calculate STEEL PRICE ADJUSTMENT using the following formula:

$$S = \frac{[(MS - BS) + (BS \times 0.10)]}{BS} \times CB \times W$$

Where:

S = Steel Price Adjustment (Dollars).

BS = Benchmark Steel Price Index – the steel preliminary price index for the month before the project is bid.

MS = Monthly Steel Price Index – the steel price index for the month steel is shipped from the mill.

CB = Cost Basis (\$/lb).  
 W = Weight of Steel (lb).

The Department will post the BS, MS and CB value every month at <https://www.state.nj.us/transportation/business/aashtoware/SteelPriceIndex.shtm>.

With each delivery of steel, submit to the RE documentation from the fabricator or supplier, which details the following information:

1. Weight of the steel shipped from the mill to the fabricator or supplier
2. Name of the mill, fabricator or supplier or both.
3. Identifying transmittal or invoice number for each shipment.
4. Date of the shipment
5. Item description and Item number(s) for which the steel is associated.

If the documented steel weight is for more than one Item, provide the RE with the weight attributed to each Item.

On a monthly basis, provide the RE with a certified tabulation listing all the eligible steel shipments for the prior month. The tabulation must list the above items correlating to the identifying marks noted on the mill delivery reports.

On a monthly basis, complete form DC-160(S) Steel Price Adjustment.

Provide the documentation to the RE within 60 days of the date of the shipment. The Department will not make a price adjustment for steel shipped before the bid date.

The Department will make a price adjustment for the Items "STRUCTURAL STEEL" based on the weights listed in Table 160.03.03-2. If the steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item listed in Table 160.03.03-2 to the sum total of weight shipped for that Item. If the weight of steel estimated for a structure in Table 160.03.03-2 differs from the actual weight by more than 10 percent, the Department will make a price adjustment based on the actual weight.

<b>Table 160.03.03-2 Structural Steel Price Adjustment Items</b>		
<b>Structure</b>	<b>Item No.</b>	<b>Weight (Lb)</b>

The Department will make a price adjustment for the Items OVERHEAD SIGN STRUCTURE and CANTILEVER SIGN STRUCTURE based on the weights listed in Table 160.03.03-3. If the steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item listed in Table 160.03.03-3 to the sum total of weight shipped for that Item. If the weight of steel estimated for a structure in Table 160.03.03-3 differs from the actual weight by more than 10percent, the Department will make a price adjustment based on the actual weight.

<b>Table 160.03.03-3 Overhead Sign Structure and Cantilever Sign Structure Price Adjustment Items</b>		
<b>Overhead and Cantilever Sign Structure Number</b>	<b>Item No.</b>	<b>Weight (Lb)</b>

The Department will only make a price adjustment for reinforcement steel for steel provided in association with the reinforcement steel items. The Department will make a price adjustment for reinforcement steel based on the weight of reinforcement steel indicated in the Proposal for an Item as adjusted by Change Orders. If the reinforcement steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item to the sum total of weight shipped for that Item.

The Department will make a price adjustment for piles based on the weight of steel furnished for pipe piles and for H-piles based on the RE's order list. The weight of steel furnished for piles will not include the weight for ancillary materials such as pile shoes and splice collars.

The Department will make a price adjustment for BEAM GUIDE RAIL (including posts) and RUB-RAIL based on the weight of steel furnished. The weight does not include coating. The weight does not include associated hardware and the weight of end treatments.

If the preliminary Monthly Steel Price Index increases 100percent or more over the Benchmark Steel Price Index, do not order more steel without written approval from the RE. The RE will determine if work will continue based on the Steel Price Index increase.

There will be no increase to STEEL PRICE ADJUSTMENT if the work is behind schedule by fault of the Contractor and the steel was not purchased prior to the delay.

**160.04 MEASUREMENT AND PAYMENT**

THE SUBSECTION IS CHANGED TO:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
STEEL PRICE ADJUSTMENT	DOLLAR

The Items FUEL PRICE ADJUSTEMENT and ASPHALT PRICE ADJUSTMENT must be included in the Proposal to qualify for payment.

## DIVISION 200 – EARTHWORK

### SECTION 201 – CLEARING SITE

#### 201.03.01 Clearing Site

Remove trees and branches within 15 feet of the end of JCP&L pole cross arms. If the resulting tree is rendered hazardous, then remove the entire tree according to Section 802.

PART A IS CHANGED TO:

**A. Preparation.** Construct SESC measures, as specified in 158.03.02, before clearing site.

THE FIRST PARAGRAPH IN PART B IS CHANGED TO:

**B. Clearing and Grubbing.** Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

#### 201.03.02 Clearing Site, Bridge and Clearing Site, Structure

THE FIRST PARAGRAPH IS CHANGED TO:

Submit a demolition plan detailing the work area, methods, and equipment to be used to the RE for approval 30 days before demolition operations. Clear site within work area as specified in 201.03.01. Remove the substructures of existing structures to at least 3 feet below the natural stream bottom, and remove those parts outside of the stream to at least 2 feet below natural ground surface. Where such portions of existing structures lie wholly or in part within the limits of a new structure, remove them to accommodate the construction of the proposed structure. Only the following equipment is permitted for the work:

THE FOLLOWING IS ADDED:

The procedure is described below:

1. **Prestressed Concrete Stringers and Concrete Diaphragms.** Repair damage to prestressed concrete stringers and concrete diaphragms using nonshrink grout conforming to 903.08 before deck placement.
2. **Steel Stringers, Floorbeams, Cross Frames, and Diaphragms.**
  - a. Repair procedures to tensile components in conformance with ASTM A6/A6M and the following:
    - 1 Repair gouges up to 1/8 inch by grinding flush in the direction of principal stress.
    - 2 Repair gouges deeper than 1/8 inch by first grinding; then, depositing weld metal and grinding flush with the surface of the metal in the direction of principal stress. Weld using low hydrogen electrodes conforming to current AWS Specifications A5.1 and A5.5.
    - 3 Repair kinks and deformations by flame straightening or a combination of flame straightening and jacking. Ensure flame straightening is performed by personnel having a minimum of three years of documented experience. Submit the names of the personnel to the RE for review and approval prior to performing the work.

- b. Repair procedures to compression components for kinks and deformations as outlined in 2.a.3 above. Where more than 5 percent of the cross-sectional area of the member is damaged, submit a repair procedure to the RE for review and approval.

Clean and paint exposed existing top flanges of beams with prime coat as specified in 554.03.

1. **Grounding for Electrified Railroad.** Submit a list of required grounding materials to the RE for approval 21 days before construction operation. In the list, include the material description, manufacturer, and catalog number. After obtaining the RE's approval, submit the list to the railroad for review and approval. Do not order the materials prior to obtaining the railroad's approval. Furnish and deliver the grounding materials to the railroad. Obtain a receipt for the materials from the railroad and provide a copy to the RE.

## **SECTION 202 – EXCAVATION**

### **202.03.01 Stripping**

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

# DIVISION 400 – PAVEMENTS

## SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

### 401.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22, PG 64S-22.....902.01.01

### 401.03.01 Milling

#### A. HMA Milling.

#### C. Micro-Milling and Profile Milling.

THE FOLLOWING IS ADDED AT THE END:

The Department will provide the time interval for resurfacing the micro-milled areas in the Special Provisions. Extensions to the time interval may be approved by the RE. The RE is responsible for performing a daily inspection of the micro-milled surface to ensure continued compliance with ASTM E 965. The contractor is responsible for any incidental costs incurred as a result of time interval extension.

### 401.03.03 HMA Pavement Repair

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

### 401.03.03 HMA Repair

- A. **HMA Pavement Repair.** Arrange a project site meeting with the RE to establish the limits of HMA pavement repair. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

If potholes are discovered, notify the RE immediately. The RE may immediately direct repairs of small areas. The RE may require further evaluation of a large area to determine the need for additional milling and paving.

Perform HMA repairs as a separate operation before milling, paving, and other surface treatments. The Contractor may request approval of the RE to perform the repair work as one operation with the paving or surface treatment.

HMA repairs may be performed on full depth HMA pavement or on composite pavement (HMA over concrete pavement). For full depth HMA pavement, sawcut existing HMA pavement to a depth of 8 inches. For composite pavement, sawcut existing HMA to a depth of 8 inches or up to the top of concrete, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material within the boundary of the sawcuts to form rectangular openings with vertical sides to a depth of 8 inches for HMA pavement, or to the top of concrete for composite pavement. A milling machine may be used to remove damaged pavement to form the repair areas if approved by the RE.

After the existing damaged HMA and loose material has been removed, the RE will examine underlying material to determine its condition.

If the base of the repair area is unbound material, then shape and compact the unbound material to produce a firm and level base.

If water exists in the area, remove the underlying material to the depth as directed by the RE. Place geotextile, then place and compact coarse aggregate to required grade to provide for a minimum 8 inch thick HMA pavement repair. Compact coarse aggregate as specified in 203.03.02.B.3.

If the base of the repair is HMA or concrete pavement, then ensure that the remaining pavement is cleaned and dry prior to applying tack coat.

Apply tack coat at an application rate of 0.15 gallons per square yard to the vertical surfaces and base of the opening. Spread and grade HMA surface course mix in the opening as specified for the roadway surface or a HMA surface course mix approved by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.07.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with, or 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

- B. HMA Longitudinal Joint Repair.** Arrange a project site meeting with the RE to establish the limits of HMA longitudinal repair areas. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

Mill 2 feet wide, unless directed otherwise by the RE, centered over the HMA longitudinal joint, rumble strip, longitudinal distress areas or any combination of the three, as shown on the Plans and as directed by the RE. Mill to a minimum 2 inches in depth, or as required to remove the damaged pavement. For distress areas wider than 4 feet, the RE may direct the use of HMA pavement repair as specified in 401.03.03.A.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the repair area before proceeding with the repair.

Apply polymerized joint adhesive to the vertical surfaces of the repair area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to the bottom surface of the repair area. Obtain RE approval of the repair area before proceeding with the repair. Spread and grade Hot Mix Asphalt 9.5M64 Surface Course in the repair area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 °F. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

#### **401.03.07 HMA Courses**

##### **A. Paving Plan.**

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06.

##### **C. Test Strip**

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

**Test Strip.** Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in [401.03.05](#) and [401.03.06](#), before placing HMA. Transport and deliver, spread and grade, and compact as specified in [401.03.07.D](#), [401.03.07.E](#), and [401.03.07.F](#), respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements. While constructing the test strip, record the following information and submit to the RE:

##### **D. Transportation and Delivery of HMA.**

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.

##### **E. Spreading and Grading.**

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

## **G. Opening to Traffic.**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that RPMs are installed and rumble strips are constructed within 14 days of opening each day's surface paving to traffic.

## **H. Air Void Requirements**

FOR LOCAL AID PROJECTS, THIS SUBSECTION IS REPLACED BY THE FOLLOWING.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Local Aid District Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE the DS8S-PD form provided on the [Local Aid Website](#) and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

- 1. Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).**



$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

2. **Quality Index (Q).**

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

3. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD<sub>L</sub> and PD<sub>U</sub> associated with Q<sub>L</sub> and Q<sub>U</sub>, respectively. PD = PD<sub>L</sub> + PD<sub>U</sub>

4. **Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3	
Reduction in Payment for Nonconformance to Air Void Requirements	
Percent Defective (PD) Per Lot	Reduction Per Lot (%)
0 < PD ≤ 15	0
15 < PD ≤ 30	0.5
30 < PD ≤ 35	2
35 < PD ≤ 40	10
40 < PD ≤ 45	15
45 < PD ≤ 50	20
50 < PD ≤ 60	30
60 < PD ≤ 75	45
PD > 75	Remove & Replace

5. **Outlier Detection.** If PD < 10, the Laboratory will not screen for outliers. If PD ≥ 10, the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.

1. The Laboratory will arrange the core results in ascending order, in which  $X_1$  represents the smallest value and  $X_N$  represents the largest value.
2. If  $X_N$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

3. If  $X_1$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

4. For  $N = 5$  if  $R > 0.642$ , the value is judged to be statistically significant and the core is excluded.  
For  $N = 10$  if  $R > 0.412$ , the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for  $N = 5$  and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for  $N = 10$ , the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD \geq 30$  for mainline or ramp lots, or  $PD \geq 50$  for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot  $PD \geq 75$  (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

## I. Thickness Requirements

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:  
This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the District Local Aid Office may waive the thickness requirements.

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

1. **Total Thickness.** The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Laboratory will consider 25 percent defective as the acceptable quality limit. For lots where PD < 25, the Department will award a positive pay adjustment. For lots where PD > 25, the Department will assess a negative pay adjustment.

The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows

- a. **Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results ( $X_1, X_2, \dots, X_N$ ).** Calculate as specified in 401.03.07.H.1.

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

- b. **Quality Index ( $Q_L$ )**

$$Q_L = \frac{(\bar{X} - T_{des})}{S}$$

Where  $T_{des}$  = design thickness.

- c. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with  $Q_L$  (lower limit).
- d. **Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.07-5.

**Table 401.03.07-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness**

Percent Defective	Percent Reduction
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5
35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

- e. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD \geq 30$ , the Contractor may elect to take an additional set of 5 cores at random locations chosen by the RE. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the reduction in payment for nonconformance requirements. If the additional cores are taken, the ME will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores.
- f. **Removal and Replacement.** If the lot  $PD \geq 45$ , remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.

- 2. **Surface Course Thickness.** The Laboratory will evaluate the surface course solely to determine whether a remove- and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with  $PD \leq 30$  and will reject pavement lots with  $PD > 30$ .

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. **Sample Mean (X) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).** Calculate using the formula as specified in 401.03.03.I.1.
- b. **Quality Index (Q).**

$$Q_L = (X - T_{all})/S, \text{ where } T_{all} \text{ is the minimum allowable thickness from Table 401.03.07-6.}$$

**Table 401.03.07-6 Surface Course Thickness Requirements**

HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness ( $T_{all}$ )
4.75 MM	0.50 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST - Statistical Tables (NJDOT Standard Specs for Roads and Bridges 2019-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage

of material (PD) falling below the allowable thickness associated with  $Q_L$  (lower limit).

- d. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD > 30$ , the Contractor may take an additional 5 cores at random locations determined by the Laboratory. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the PPA. When the additional cores are taken, the Laboratory will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores to obtain the total PD.
- e. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a  $PD \leq 45$ , the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

## J. Ride Quality Requirements.

The Department will evaluate the ride quality of the final riding surface of all constructed pavement on the project, for routes designated as National Highway System (NHS) and routes under NJDOT jurisdiction, using the International Roughness Index (IRI) according to ASTM E 1926. All NHS roadways are listed on the Department's website [here](#). The Department may evaluate ride quality of other routes not designated as NHS or under NJDOT jurisdiction. The final riding surface is defined as the last lift of the pavement structure where traffic will be allowed. The pavement will be evaluated using the current average IRI (C) to select the target IRI (T) from Table 401.03.07-8. The current average IRI (C) is defined as the preconstruction ride quality measured not more than two years from the start of the project pavement construction.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C). The testing agency will use and submit to the RE the [IRI Testing Summary Report form](#) provided from The Local Aid District Office and verify manually the pay adjustment calculation.

Current IRI data for paving routes designated NHS or NJDOT jurisdiction can be made available by request by contacting Shahid Haji and Peter Brzostowski at [Shahid.Haji@dot.nj.gov](mailto:Shahid.Haji@dot.nj.gov) and [Peter.Brzostowski@dot.nj.gov](mailto:Peter.Brzostowski@dot.nj.gov). Municipal or county officials may request IRI information through this process. Contractors, consultants, and bidding parties shall not request IRI values through this process for their own benefit.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the PA using pay equation type PA1 as specified in Table 401.03.07-7.

For paving on ramps and shoulders, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the pay adjustment using pay equation type PA2 as specified in Table 401.03.07-7.

When paving over bridge structures on NHS or NJDOT jurisdiction roadways, the Department will use the measured IRI to calculate the pay adjustment using pay equation type PA3 as specified in Table 401.03.07-7.

For paving on Local roadways other than NHS and NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department may evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. Local roadways are defined as municipal and county roads that are not designated as part of the NHS. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA4 as specified in Table 401.03.07-7.

1. **Smoothness Measurement.** The Department will test the longitudinal profile of the final riding surface for ride quality with a Class 1 Inertial Profiling System according to NJDOT R-1. If project conditions preclude the use of the Class 1 Inertial Profiling System, the Department will use a Class 1 Walking Profiler or lightweight profiler.
2. **Quality Control Testing.** Perform quality control testing during lift placement to ensure compliance with the ride quality requirements specified in Table 401.03.07-8.
3. **Preparation for IRI Testing.** Notify the RE when all paving is complete and the RE will request IRI testing by independent testing agency. Provide traffic control when the independent testing agency performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of temporary pavement marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested or as per direction of the independent testing agency. Submit the actual stationing for each temporary pavement marking tape location to the RE.
4. **Quality Acceptance.** The Department will determine acceptance and provide PA based on the following:
  - a. **Pay Adjustment.** The acceptable IRI for the roadway pavement will be the target IRI (T) from Table 401.03.07-8 rounded to the nearest whole number for which full payment will be made and will be determined using the latest available current average IRI (C) data. The number of lots for final pay adjustment will be reduced by the number of lots excluded for each segment shown in Table 401.03.07-7. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

Table 401.03.07-7 Pay Adjustment Equations (PAE) for Ride Quality			
Pay Equation Type	Exclusions	Pay Equations	
PA1	As shown in the Special Provisions Table 401.03.07-7A	IRI < T	PA1 = PAE (see note 2)
		T ≤ IRI ≤ 170	PA1 = PAE
		IRI > 170	PA1 = -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 = 0
		120 < IRI ≤ 170	PA2 = (IRI - 120) x (-\$5.00)
		IRI > 170	Maximum Negative Pay or Corrective action
PA3	Will include, if tested	IRI ≤ 120	PA3 = 0
		120 < IRI ≤ 170	PA3 = PAE
		IRI > 170	PA3 = -A or Corrective action
PA4	Will include, if tested	IRI ≤ T	PA4 = 0
		T < IRI ≤ T + 80 or 170 whichever is higher	PA4 = (IRI - T) x (-\$1.25)
		IRI > T + 80 or 170 whichever is higher	Maximum Negative Pay or Corrective action

$$PAE = \frac{A}{-37.75347 \times \log_e(T) + 194.87} - \frac{A}{-37.75347 \times \log_e(IRI) + 194.87}$$

$$A = 1267.2 \left[ \frac{M}{9} + \frac{PD}{150} \right]$$

P = Bid price of last lift of the pavement structure to be evaluated or price listed in table 401.03.07-7B, whichever is higher, per Ton

D<sup>l</sup> = Design thickness of last lift to be evaluated, Inch

M = Bid price of Milling, per Square Yard

T = Target IRI

- For various design thicknesses of last lift to be evaluated within a segment, calculate the thickness using the following equation:

$$\text{Design thickness of last lift to be evaluated (D)} = \frac{D_1N_1 + D_2N_2 + \dots D_NN_N}{N_1 + N_2 + N_3 + \dots N_N}$$

Where:

D<sub>N</sub> = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

N<sub>N</sub> = Number of lots of N section with design thickness D<sub>N</sub> of last lift to be evaluated

- Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment for each lane will not be greater than zero, but may result in a negative pay adjustment.

THE FOLLOWING IS ADDED:

**Table 401.03.07-7A Exclusions for Resurfacing or Reconstruction**

Roadway	Lane Number	Exclusions
---------	-------------	------------

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

**Table 401.03.07-7B Minimum Value of P**

Surface Course Mix	P
Hot Mix Asphalt (Dense Graded) with PG 64-22 binder	\$60.00
Hot Mix Asphalt (Dense Graded) with PG 64E-22 binder	\$70.00
Stone Matrix Asphalt, High Performance Thin Overlay, Ultra-Thin Friction Course, Open Graded or Gap Graded Mixes not specified in this table	\$80.00
Bridge Deck Waterproof Surface Course	\$250.00

**Table 401.03.07-8 Target IRI for Resurfacing or Reconstruction (T)<sup>3</sup>**

Roadway Type	Current average IRI (C)	New Construction or Reconstruction	Number of Operation for other than New Construction or Reconstruction <sup>5</sup>			
			One <sup>4</sup>	Two <sup>4</sup>	Three <sup>4</sup>	Four or More <sup>4</sup>
Target IRI (T)						
NHS & NJDOT Freeways or Limited Access Highways	≤ 60	50	50	50	50	50
	61 to ≤95		53	50	50	50
	96 to ≤170		55	53	50	50
	171 to ≤200		0.64C <sup>7</sup>	55	53	50
	201 to ≤285			58	55	50
	>286 <sup>8</sup>			60	58	53
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit > 35 MPH	≤ 60	60	60	60	60	60
	61 to ≤95		63	60	60	60
	96 to ≤170		66	63	60	60
	171 to ≤200		0.64C <sup>7</sup>	66	63	60
	201 to ≤285			69	66	60
	>286 <sup>8</sup>			72	69	63
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit ≤ 35 MPH	≤ 60	70	70	70	70	70
	61 to ≤95		74	70	70	70
	96 to ≤170		77	74	70	70
	171 to ≤200		0.64C <sup>7</sup>	77	74	70
	201 to ≤285			81	77	70
	>286 <sup>8</sup>			84	81	74
Local Roadway with Posted Speed ≥45 MPH	C	80	0.7C or 80 whichever is higher	0.49C or 80 whichever is higher	0.34C or 80 whichever is higher	0.24C or 80 whichever is higher
Local Roadway with Posted Speed <45 MPH	C	100	0.84C or 100 whichever is higher	0.59C or 100 whichever is higher	0.41C or 100 whichever is higher	0.29C or 100 whichever is higher

- The Department will determine target IRI (T) of roadways containing multiple speed limits of greater than 35 MPH and less than or equal to 35 MPH based on the following equation:

$$\text{Target IRI of a roadway consists of N Roadway type (T)} = \frac{T_1 L_1 + T_2 L_2 + \dots + T_N L_N}{L_1 + L_2 + L_3 + \dots + L_N}$$

Where T<sub>N</sub> is the Target IRI of N section and L<sub>N</sub> is the length of N section in miles to the nearest 0.01 mile

- Current average IRI (C) is the average of the latest available preconstruction IRI data.
- The target IRI (T) is selected or calculated from the table and rounded to the nearest whole number.
- Multiply T with 1.05 for HMA over Concrete, if total HMA after proposed treatment is less than 8 inch thick.
- Milling is one operation. Paving each layer of asphalt mix is an individual operation unless plans specify paving a mix in two lifts. In such case, each lift is considered as an operation.
- Construction or reconstruction of full pavement box on subgrade is new construction or reconstruction.
- Use Pay Equation as below:

$$\begin{aligned} \text{IRI} \leq T & \quad \text{PA} = \text{PAE} * \\ \text{IRI} > T & \quad \text{PA} = \text{PAE} \end{aligned}$$

\*Positive Pay adjustment will be used to offset negative pay adjustment. Total pay adjustment for each lane will not be greater than zero, but may result in a negative pay adjustment.



8. For paving over rubblized concrete, use  $C > 286$  to determine target IRI, then multiply T with 1.05 if total HMA after proposed treatment is less than 8-inch thick.
  9. Paving in one lift with no corrective work such as milling, grinding or pre-levelling of at least 25 percent of surface area of existing pavement is one operation.
- 

- b. Corrective Action.** The Department may require corrective action or assess the maximum negative pay adjustment as computed in Table 401.03.07-7, if the average IRI after testing is performed of NHS or NJDOT jurisdiction roadway is greater than 170 inches per mile, or average IRI local roadway is greater than  $T+80$  or 170 whichever is higher. If the Department requires corrective action submit a plan for corrective action. If the plan for corrective action is approved and the lot is corrected, the Department will retest and evaluate the corrected area as a new lot that must meet the same requirements as the initial work. If the plan for corrective action is not approved, the Department may require removal and replacement. The replacement work is subject to the same requirements as the initial work.

#### **401.03.08 Core Samples**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The LPA will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Upon completion of an HMA lot, the Laboratory shall drill cores at random locations at least 12 hours after paving. Take cores in the presence of the RE. The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Coring Layout Sheet provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Coring Layout Sheet to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

**HMA cores are to be taken from the HMA lot for quality assurance sampling, testing and analysis within seven (7) days of completing the HMA lot.** For test strip lots and the first traveled way lot, the Laboratory shall deliver cores from the field to the testing Laboratory within 48 hours of completing the lot. The Laboratory shall deliver all other acceptance cores within 7 days of completing the lot.

After each air void lot is placed, the Laboratory shall drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.07.I, the Laboratory shall drill the surface course air void cores for the full depth of pavement.

The Laboratory shall utilize a tamper proof core sample box for core storage and transportation. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from

being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory.

The Laboratory will not accept damaged core samples for testing. If the core sample box exhibits indications of tampering, the core samples will be rejected. If any core samples are rejected, drill a replacement core at the same offset and within 5 feet of the original station and deliver to the Laboratory as specified above within 48 hours.

If the project is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

**401.04 Measurement and Payment**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HMA MILLING, MORE THAN 3" TO 6"	SQUARE YARD
CONCRETE MILLING	SQUARE YARD
MICRO-MILLING	SQUARE YARD
HMA PROFILE MILLING	SQUARE YARD
HOT MIX ASPHALT PAVEMENT REPAIR	SQUARE YARD
HMA LONGITUDINAL JOINT REPAIR	SQUARE YARD
SEALING OF CRACKS IN HOT MIX ASPHALT SURFACE COURSE	LINEAR FOOT
POLYMERIZED JOINT ADHESIVE	LINEAR FOOT
TACK COAT	GALLON
TACK COAT 64-22	GALLON
POLYMER MODIFIED TACK COAT	GALLON
PRIME COAT	GALLON
HOT MIX ASPHALT _____ SURFACE COURSE	TON
HOT MIX ASPHALT _____ SURFACE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ BASE COURSE	TON
HOT MIX ASPHALT _____ BASE COURSE HIGH RAP	TON

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

The Department will measure HMA LONGITUDINAL JOINT REPAIR before overlay by the square yard of the area.

The RE will measure HOT MIX ASPHALT PAVEMENT REPAIR before overlay by the square yard of area bounded by the sawcuts.

The RE will measure TACK COAT, TACK COAT 64-22, PRIME COAT, and POLYMER MODIFIED TACK COAT by the volume delivered, converted to the number of gallons at 60 °F as calculated by the temperature-volume correction factors specified in 902.01.

The RE will measure HOT MIX ASPHALT \_\_\_\_\_ SURFACE COURSE, HOT MIX ASPHALT \_\_\_\_\_ INTERMEDIATE COURSE, and HOT MIX ASPHALT \_\_\_\_\_ BASE COURSE by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT \_\_\_\_\_ SURFACE COURSE.

The Department will not include payment for polymerized joint adhesive in the various paving Items. The Department will make payment for polymerized joint adhesive under POLYMERIZED JOINT ADHESIVE.

The Department will make a payment adjustment for HMA air void quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Reduction Per Lot (\%)}$$

Where:

BP = Bid Price of HMA

Q = Quantity of HMA in lot receiving payment adjustment

Reduction Per Lot (%) = Air void Reduction (%) per lot as specified in 401.03.07.H.

The Department will make a payment adjustment for HMA thickness quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Percent Reduction (\%)}$$

Where:

BP = Bid Price of HMA

Q = Quantity of HMA in lot receiving payment adjustment

Percent Reduction (%) = Thickness Percent Reduction (%) per lot as specified in 401.03.07.I.

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.07.J.

# DIVISION 600 – MISCELLANEOUS CONSTRUCTION

## SECTION 601 PIPE

### 601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe.....909.02.02

### 601.03.01 Pipe

#### B. Excavating.

THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP) pipe. Backfill the undercut with Class C bedding.

#### D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

Before the installation of HDPE and polypropylene (PP) pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE and polypropylene (PP) pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

#### E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

Do not use split couplings to join field-cut HDPE and polypropylene (PP) pipe unless approved by the RE. Ensure that joints are bell and spigot type, or bell and spigot type with a gasket, according to ASTM F 477, to provide a silt-tight seal. Construct pipe connections according to the manufacturer's recommendations for assembly of joint components, lubrications, and making of joints. Ensure that the pipe fittings are free of inclusions and visible defects. Cut the ends of the pipe squarely so as not to adversely affect joining.

#### F Backfilling.

THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

When using corrugated aluminum pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with Class C bedding. When using HDPE and polypropylene (PP) pipe, backfill from the bottom of the trench to 1 foot above the top of the pipe with Class C bedding. When using pipe other than corrugated aluminum, HDPE or polypropylene (PP) pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with suitable excavated material free from stones and rock larger than 2 inches in any dimension. For distances 2 feet above the top of the pipe, backfill using suitable excavated material.

### 601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE and polypropylene (PP) pipe.

1\*\*\*\*\*1

**601.03.04 Underdrain**

**A. Excavating.**

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP). Backfill the undercut with Class C bedding.

**601.03.06 Video Inspection of Pipe**

THE SECOND PARAGRAPH IS CHANGED TO:

Perform the video inspection in dry pipe conditions to ensure viewing of the entire pipe circumference. Ensure that a visual numerical registration of the distance the video camera is traveling from the starting point to the ending point within the pipe drainage structure is recorded on the digital footage at all times. Also, ensure that the name of the pipe run and the name of the structure is recorded on the digital footage at all times. Stop the video camera at all joints, lateral connections, breaks, and irregularities to ensure full view at these locations. Ensure that the video provides clear, sharply focused pictures. The Department will not accept blurred or out of focus footage. Submit color digital footage of the inspection to the RE to become the property of the Department. Number the files sequentially and provide a corresponding index for all videos, listing the location, date, size and type of pipe, cross or longitudinal drains, berm, slope, and similar identifying information.

**601.03.07 Deflection Inspection of HDPE Pipe**

THE SUBPART HEADING IS CHANGED TO:

**601.03.07 Deflection Inspection of HDPE Pipe and Polypropylene (PP) Pipe**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Test approximately 25 percent of the length of HDPE and polypropylene (PP) pipe for deflection no sooner than 30 days after installation.

**601.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, the Department will make payment for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

THE FOLLOWING ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
REMOVAL OF RUMBLE STRIP	LINEAR FOOT

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
<u>        </u> " POLYPROPYLENE PIPE	LINEAR FOOT
DEFLECTION TESTING OF POLYPROPYLENE PIPE	LINEAR FOOT

**SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS**

**606.04 Measurement And Payment**

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

## **SECTION 607 – CURB**

### **607.01 DESCRIPTION**

THE PARAGRAPH IS CHANGED TO:

This Section describes the requirements for constructing concrete curb, granite curb, and HMA curb, for resetting granite curb, and for cutting concrete vertical curb.

#### **607.02.01 Materials**

THE FOLLOWING IS ADDED:

Epoxy Waterproofing .....912.02.02

#### **607.02.02 Equipment**

THE FOLLOWING IS ADDED:

Concrete Vertical Curb Saw .....1008.07

THE FOLLOWING SUBPART IS ADDED:

#### **607.03.08 Sawcut Vertical Curb**

The RE will determine if the existing concrete vertical curb is suitable for sawcutting. Construct cast in place curb as specified in 607.03.02 if the existing curb exhibits visible cracking or deterioration or both.

Provide a concrete vertical curb saw as specified in 1008.07. Construct erosion control measures as specified in 158.03.02. Set the concrete vertical curb saw height to the desired vertical curb face height. Sawcut the vertical curb to within  $\pm 1/2$  inch of the desired curb face dimension. Sawcut grooves as specified in 507.03.02.L to transition height differentials.

Finish the sawcut concrete vertical curb as specified in 607.03.01.E. Seal sawcut concrete with epoxy waterproofing as specified in 504.03.03. Prepare sawcut surface of concrete vertical curb according to manufacturer's directions before applying epoxy waterproofing.

Dispose of cut material as specified in 201.03.01.H.

### **607.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING PAY ITEM IS ADDED:

SAWCUT VERTICAL CURB LINEAR FOOT

## **STRIPS SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS**

### **610.03.03 RPMs (Raised Pavement Markers)**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that RPMs are installed within 14 days of opening each day's surface paving to traffic.

### **610.03.07 Rumble Strip**

THE FOURTH PARAGRAPH IS CHANGED TO:

Ensure that after cutting centerline rumble strips, the centerline rumble strips are cleaned, all debris is collected and the surface is prepared as specified in 610.03.01.B before placing traffic stripes.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that rumble strips are constructed within 14 days of opening each day's surface paving to traffic.

THE FOLLOWING SUBPART IS ADDED:

### **610.03.09 Removal of Rumble Strip**

Prior to shifting lanes, remove rumble strips as indicated in the plans and as directed by the RE.

Centered over the rumble strip, mill the width of the rumble strip plus 4 inches beyond the edge of the rumble strip on both sides. Mill to a minimum depth of 2 inches.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the removal before proceeding with paving in the milled rumble strip.

Apply polymerized joint adhesive to the vertical surfaces of the milled rumble strip area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to bottom surface of the milled rumble strip area. Spread and grade HMA surface course in the milled rumble strip area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 °F. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.

### **610.04 MEASUREMENT AND PAYMENT**

THE SUBPART IS CHANGED TO:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
TRAFFIC STRIPES, ___"	LINEAR FOOT
TRAFFIC MARKINGS LINES, ___"	LINEAR FOOT
TRAFFIC MARKINGS SYMBOLS	SQUARE FOOT
TRAFFIC MARKINGS ROUTE SYMBOLS	SQUARE FOOT
RPM, MONO-DIRECTIONAL, WHITE LENS	UNIT
RPM, MONO-DIRECTIONAL, AMBER LENS	UNIT
RPM, BI-DIRECTIONAL, AMBER LENS	UNIT
REMOVAL OF RPM	UNIT
REMOVAL AND REPLACEMENT OF RPM LENS	UNIT
FLEXIBLE DELINEATOR, GROUND MOUNTED	UNIT

RUMBLE STRIP  
REMOVAL OF TRAFFIC STRIPES  
REMOVAL OF TRAFFIC MARKINGS  
REMOVAL OF RUMBLE STRIP

LINEAR FOOT  
LINEAR FOOT  
SQUARE FOOT  
LINEAR FOOT

The Department will measure TRAFFIC STRIPES and TRAFFIC MARKINGS LINES by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

The Department will measure rumble strip by the linear foot measured in the longitudinal direction of the rumble strip without deducting the interval spacing between rumble strips and the gaps for RPM placement and make payment under the Item RUMBLE STRIP.

The Department will not include payment for traffic stripes in RUMBLE STRIP. The Department will make payment for traffic stripes placed in conjunction with constructing a centerline rumble strip under TRAFFIC STRIPES as specified in 610.04.

The Department will not measure the gaps such as WIM locations in the Rumble Strip.

## SECTION 612 – SIGNS

### 612.02 MATERIALS

THE FOLLOWING MATERIAL IS CHANGED TO:

Steel “U” and Square Tube Post Sign Supports .....911.02.01

### 612.03 CONSTRUCTION

#### 612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel “U” Post Supports

THE SUBPART IS RENAMED TO:

#### 612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel “U” and Square Tube Post Supports

THE SECOND PARAGRAPH IS CHANGED TO:

Mount sign panels on breakaway steel “U” or square tube post sign supports. For signs located behind guide rails or other roadside barriers, mount sign panels on steel “U” or square tube post sign supports without the breakaway assembly.

### 612.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS CHANGED TO:

*Item*  
GUIDE SIGN, TYPE GA, STEEL “U” OR SQUARE TUBE POST SUPPORTS

*Pay Unit*  
SQUARE FOOT



## DIVISION 900 – MATERIALS

### SECTION 902 – ASPHALT

#### 902.01.01 Asphalt Binder

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

#### 902.02.01 Mix Designations

PART (4) IS CHANGED TO:

4. “E” The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

#### 902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

#### A General Acceptance Requirements.

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer’s recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer’s recommended laydown temperature.

#### 902.02.04 Sampling and Testing

THE FOLLOWING SUBSECTION IS ADDED:

- E. **Acceptance of HMA.** The Department may accept the HMA as specified in 902.02.04.A through 902.02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form “DS-8 HMA Testing Summary Report – State Aid” provided on the [Local Aid Website](#) must be utilized by the Laboratory to report their findings to the RE.

Alternatively, the Department may accept the HMA by [Certification of Compliance](#) according to 106.07.

**902.05 STONE MATRIX ASPHALT (SMA)**

**902.05.01 Composition of Mixture**

THE FIFTH PARAGRAPH IS CHANGED TO:

For fine aggregate, use 100 percent manufactured stone sand conforming to 901.05.02. Ensure that the combined fine aggregate of 100 percent manufactured stone sand in the mixture conforms to the requirements in Table 902.02.02-2.

**902.05.02 Mix Design**

TABLE 902.05.02-1 AND TABLE 902.05.02-2 ARE CHANGED TO:

<b>Table 902.05.02-1 SMA Specification Band (% Passing) Nominal-Maximum Aggregate Size</b>				
<b>Production Control Tolerances from JMF1</b>	<b>Sieve Size</b>	<b>19 mm % Passing</b>	<b>12.5 mm % Passing</b>	<b>9.5 mm % Passing</b>
0%	1"	100	100	100
±3%	3/4"	90 – 100	100	100
±5%	1/2"	50 – 88	90 – 100	100
±5%	3/8"	25 – 60	50 – 80	70 – 95
±6%	No. 4	20 – 28	20 – 35	30 – 50
±3%	No. 8	16 – 24	16 – 24	20 – 30
±4%	No. 16	–	–	0 – 21
±3%	No. 30	–	–	0 – 18
±3%	No. 50	–	–	0 – 15
±2%	No. 200	7.0 – 11.0	7.0 – 11.0	7.0 – 12.0
–	Coarse Aggregate Fraction	Portion Retained on No. 4 Sieve	Portion retained on No. 4 Sieve	Portion retained on No. 8 Sieve

1. Production tolerances are for the approved JMF and may not fall outside of the wide band gradation limits.

<b>Table 902.05.02-2 SMA Mixtures Volumetrics for Design and Plant Production</b>		
<b>Property</b>	<b>Production Control Tolerances</b>	<b>Requirement</b>
Air Voids	±1%	3.5%
Voids in Mineral Aggregate (VMA)	–	17.0% minimum
VCAmix	–	Less than VCA <sub>DRC</sub>
Draindown @ production temperature <sup>1</sup>	–	0.30% maximum
Asphalt Binder Content (AASHTO T 308) <sup>2</sup>	±0.40%	6% minimum <sup>3</sup>
Tensile Strength Ratio (AASHTO T 283)	–	80% minimum

1. For design, conduct draindown test at anticipated mixing temperature and 15°F higher. Ensure draindown test meets requirement at both temperatures. For production, conduct draindown test at 15°F higher than anticipated mixing temperature.
2. Asphalt binder content may not be lower than the minimum after the production tolerance is applied.
3. Aggregate blends with a Gsb value of 2.90 and higher may produce the mix with a minimum asphalt content of 5.8% with ME approval.

### 902.05.03 Sampling and Testing

THE ENTIRE SUBSECTION IS CHANGED TO:

- A. **General Acceptance Requirements.** Ensure that the mix meets the requirements as specified in 902.02.04.A.
- B. **Sampling.** The ME will take a random sample from each 700 tons of production for volumetric acceptance testing and to verify composition. The ME will perform sampling according to AASHTO T 168, NJDOT B-2, or ASTM D 3665. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the ME.
- C. **Quality Control Testing.** Perform quality control testing as specified in 902.02.04.C.

For each acceptance test, perform testing for draindown according to AASHTO T 305 at 15°F above the mixing temperature.

Perform bulk specific gravity of coarse aggregates ( $G_{CA}$ ) and dry-rodded voids in coarse aggregate  $VCA_{DRC}$  testing according to AASHTO R 46 by sampling and drying aggregates according to AASHTO R 90 and AASHTO T 255, respectively. The ME shall ensure that the  $G_{CA}$  and  $VCA_{DRC}$  of the aggregate blend has been determined within 7 days of the start of production. Stop production and conduct  $VCA_{DRC}$  test immediately when there are major changes to aggregate blend percentages. When performing the  $VCA_{DRC}$  test during production, use the  $G_{CA}$  value that was determined prior to production. The ME may request additional  $VCA_{DRC}$  tests to be conducted with or without requiring a new  $G_{CA}$  test to be performed at any time.

- D. **Acceptance Testing and Requirements.** The ME will determine volumetric properties at 75 gyrations for acceptance from samples taken, compacted, and tested at the HMA plant according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the QC maximum specific gravity test result in calculating the volumetric properties of the SMA. The ME will determine  $VCA_{mix}$  according to AASHTO R 46.

If the acceptance sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or  $VCA_{mix}$  is greater than  $VCA_{DRC}$ , immediately take a quality control sample for testing. If the quality control sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or  $VCA_{mix}$  is greater than  $VCA_{DRC}$ , immediately stop production and shipping.

If the test results other than the No. 4 sieve or  $VCA_{DRC}$  are outside of the production control tolerances specified in Table 902.05.02-1 or Table 902.05.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.05.02-1 or Table 902.05.02-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition, air voids, draindown,  $VCA_{mix}$ , and VMA meet the production control tolerances specified in Table 902.05.02-1 and Table 902.05.02-2. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.05.02-1 or Table 902.05.02-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval.

### 902.06.01 Composition

THE SECOND PARAGRAPH IS CHANGED TO:

The mixture shall consist of asphalt binder and aggregate and may contain a WMA additive. Use asphalt binder that is PG 64S-22 as specified in 902.01.01. Use aggregate that conforms to 901.05.01 or 901.05.02 and the gradation requirements specified in Table 902.06.01-1.

### 902.07.02 Asphalt-Rubber Binder

SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2

PART (2) SUBSECTION (A) IS CHANGED TO:

**2. Asphalt Binder.**

- a. Use asphalt binder that conforms to AASHTO M 332, Table 1; PG 64S-22, PG 58-28 or an approved blend of both grades. The asphalt binder producer is required to provide the asphalt binder quality control plan annually to the ME for approval. Ensure that the quality control plan conforms to AASHTO R 26. Submit to the ME a certification of compliance, as specified in 106.07, for the asphalt binder. The ME will perform quality assurance sampling and testing of each asphalt binder lot as defined in the approved quality control plan.

**902.09 MICRO SURFACING**

**902.09.03 Sampling and Testing**

TABLE 902.09.03-1 IS CHANGED TO:

<b>Table 902.09.03-1 Gradation Requirements for Aggregate and Mineral Filler</b>				
Sieve Size	Type II Percent Passing	Type III Percent Passing	Stockpile Tolerances from JMF <sup>1</sup>	
3/8"	100	100	–	
No. 4	90 – 100	70 – 90	±4%	
No. 8	65 – 90	45 – 70	±5%	
No. 16	45 – 70	28 – 50	±4%	
No. 30	30 – 50	19 – 34	±3%	
No. 50	18 – 30	12 – 25	±3%	
No. 100	10 – 21	7 – 18	±2%	
No. 200	5 – 15	5 – 15	±2%	

1. Stockpile tolerances are for the approved JMF and may not fall outside of the wide band gradation limits.

**902.10 SLURRY SEAL**

**902.10.03 Sampling and Testing**

TABLE 902.10.03-1 IS CHANGED TO:

<b>Table 902.10.03-1 Gradation Requirements for Aggregate and Mineral Filler</b>				
Sieve Size	Type I Percent Passing	Type II Percent Passing	Type III Percent Passing	Stockpile Tolerances from JMF <sup>1</sup>
3/8"	100	100	100	–
No. 4	100	90 – 100	70 – 90	±5%
No. 8	90 – 100	65 – 90	45 – 70	±5%
No. 16	65 – 90	45 – 70	28 – 50	±5%
No. 30	40 – 65	30 – 50	19 – 34	±5%
No. 50	25 – 42	18 – 30	12 – 25	±3%
No. 100	15 – 30	10 – 21	7 – 18	±3%
No. 200	10 – 20	5 – 15	5 – 15	±2%

1. Stockpile tolerances are for the approved JMF and may not fall outside of the wide band gradation limits.

## 902.13 HOT MIX ASPHALT HIGH RAP

### 902.13.01 Mix Designations

The requirements for specific HMA mixtures with required minimum amounts of RAP are identified by the abbreviated fields in the Item description as defined as follows:

#### HOT MIX ASPHALT 12.5ME SURFACE COURSE HIGH RAP

1. **“HOT MIX ASPHALT”** “Hot Mix Asphalt” is located in the first field in the Item description for the purpose of identifying the mixture requirements.
2. **“12.5”** The second field in the Item description designates the nominal maximum size aggregate (in millimeters) for the job mix formula (sizes are 4.75, 9.5, 12.5, 19, 25, and 37.5 mm).
3. **“M”** The third field in the Item description designates the design compaction level for the job mix formula based on traffic forecasts as listed in [Table 902.02.03-2](#) (levels are L=low and M=medium).
4. **“E”** The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.
5. **“SURFACE COURSE”** The last field in the Item description designates the intended use and location within the pavement structure (options are surface, intermediate, or base course).
6. **“HIGH RAP”** This additional field designates that there will be a minimum percentage of RAP required for the mixture in [902.13.02](#).

### 902.13.02 Composition of Mixture

Provide materials as specified:

Aggregates for Hot Mix Asphalt .....[901.05](#)

Use a virgin asphalt binder that will result in a mix that meets the performance requirements specified in [Table 902.13.03-2](#). Ensure that the virgin asphalt binder meets the requirements of [902.01.01](#) except the performance grade. Use a performance grade of asphalt binder as determined by the mix design and mix performance testing. Submit a certificate of analysis (COA) showing the PG continuous grading (AASHTO R 29) for the asphalt binder used in the mix design.

For quality assurance testing of the asphalt binder, the ME may sample the asphalt binder during production of the mix and compare the results with the COA submitted during test strip approval. To analyze the binder the ME will test the binder at the nearest standard PG temperature then compare the results with the COA. If the high ( $G^*/\sin \delta$ ) and low (stiffness and m value) temperature passing test results are within 5 percent of the results from the passing temperature on the COA, then the ME will consider the asphalt binder comparable to the binder used during the test strip.

Mix HMA HIGH RAP in a plant that is listed on the QPL for HMA Plants and conforms to the requirements for HMA Plants as specified in [1009.01](#).

Composition of the mixture for HMA HIGH RAP surface course is coarse aggregate, fine aggregate, asphalt binder, and greater than 15 percent Reclaimed Asphalt Pavement (RAP), and may also include mineral filler, asphalt rejuvenator, and Warm Mix Asphalt (WMA) additives or processes as specified in [902.01.04](#). When WMA is used it must meet the requirements as specified in [902.10](#). Ensure that the finished mix does not contain more than a total of 1 percent by weight contamination from Crushed Recycled Container Glass (CRCG).

The composition of the mixture for HMA HIGH RAP base or intermediate course is coarse aggregate, fine aggregate, asphalt binder, and greater than 25 percent Reclaimed Asphalt Pavement (RAP), and may also include mineral filler, up to 10 percent of additional recycled materials, asphalt rejuvenator, and Warm Mix Asphalt (WMA) additives or processes as specified in [902.01.04](#). When WMA is used it must meet the requirements as specified in [902.10](#). The recycled materials may consist of a combination of RAP, CRCG, Ground Bituminous Shingle Material (GBSM), and RPCSA, with the following individual limits:

**Table 902.13.02-1 Use of Recycled Materials in Base or Intermediate Course**

Recycled Material	Minimum Percentage	Maximum Percentage
RAP	Greater than 25	–
CRCG	–	10
GBSM	–	5
RPCSA	–	20

Combine the aggregates to ensure that the resulting mixture meets the grading requirements specified in [Table 902.02.03-1](#). In determining the percentage of aggregates of the various sizes necessary to meet gradation requirements, exclude the asphalt binder.

Ensure that the combined coarse aggregate, when tested according to ASTM D 4791, has less than 10 percent flat and elongated pieces retained on the No. 4 sieve and larger. Measure aggregate using the ratio of 5:1, comparing the length (longest dimension) to the thickness (smallest dimension) of the aggregate particles.

Ensure that the combined fine aggregate in the mixture conforms to the requirements specified in [Table 902.02.02-2](#). Ensure that the material passing the No. 40 sieve is non-plastic when tested according to AASHTO T 90.

**902.13.03 Mix Design**

At least 45 days before initial production, submit a job mix formula for the HMA HIGH RAP on forms supplied by the Department, to include a statement naming the source of each component and a report showing that the results meet the criteria specified in [Table 902.02.03-1](#) and [Table 902.13.03-1](#).

Include in the mix design the following based on the weight of the total mixture:

1. Percentage of RAP or GBSM.
2. Percentage of asphalt binder in the RAP or GBSM.
3. Percentage of new asphalt binder.
4. Total percentage of asphalt binder.
5. Percentage of each type of virgin aggregate.

**Table 902.13.03-1 HMA HIGH RAP Requirements for Design**

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)		Voids in Mineral Aggregate (VMA) <sup>2</sup> , % (minimum)					Voids Filled With Asphalt (VFA) %	Dust-to-Binder Ratio
			Nominal Max. Aggregate Size, mm						
	@N <sub>des</sub> <sup>1</sup>	@N <sub>max</sub>	25.0	19.0	12.5	9.5	4.75		
<b>L</b>	96.0	≤ 98.0	13.0	14.0	15.0	16.0	17.0	70 – 85	0.6 – 1.2
<b>M</b>	96.0	≤ 98.0	13.0	14.0	15.0	16.0	17.0	65 – 85	0.6 – 1.2

1. As determined from the values for the maximum specific gravity of the mix and the bulk specific gravity of the compacted mixture. Maximum specific gravity of the mix is determined according to AASHTO T 209. Bulk specific gravity of the compacted mixture is determined according to AASHTO T 166. For verification, specimens must be between 95.0 and 97.0 percent of maximum specific gravity at N<sub>des</sub>.
2. For calculation of VMA, use bulk specific gravity of the combined aggregate include aggregate extracted from the RAP.

The job mix formula for the HMA HIGH RAP mixture establishes the percentage of dry weight of aggregate, including the aggregate from the RAP, passing each required sieve size and an optimum percentage of asphalt binder based upon the weight of the total mix. Determine the optimum percentage of asphalt binder according to AASHTO R 35 and M 323 with an N<sub>des</sub> as required in [Table 902.02.03-2](#). Before maximum specific gravity testing or compaction of specimens, condition the mix for 2 hours according to the requirements for conditioning for volumetric mix design in AASHTO R 30, Section 7.1. If the absorption of the combined aggregate is more than 1.5 percent according to AASHTO T 84 and T 85, ensure that the mix is short term conditioned for 4 hours according to AASHTO R 30, Section 7.2 prior to compaction of specimens (AASHTO T 312) and determination of maximum specific gravity (AASHTO T 209). Ensure that the job mix formula is within the master range specified in [Table 902.02.03-1](#).

Ensure that the job mix formula provides a mixture that meets a minimum tensile strength ratio (TSR) of 80 percent when prepared according to AASHTO T 312 and tested according to AASHTO T 283. Submit the TSR results with the mix design.

Determine the correction factor of the mix including the RAP by using extracted aggregate from the RAP in the proposed proportions when testing is done to determine the correction factor as specified in AASHTO T 308. Use extracted aggregate from the RAP in determining the bulk specific gravity of the aggregate blend for the mix design.

For each mix design, submit with the mix design forms 3 gyratory specimens and 1 loose sample corresponding to the composition of the JMF. Ensure that the samples include the percentage of RAP that is being proposed for the mix. The ME will use these to verify the properties of the JMF. Compact the specimens to the design number of gyrations ( $N_{des}$ ). For the mix design to be acceptable, all gyratory specimens must comply with the requirements specified in [Table 902.02.03-1](#) and [Table 902.13.03-1](#). The ME reserves the right to be present at the time the gyratory specimens are molded.

In addition, submit 11 gyratory specimens and two 5 gallon buckets of loose mix to the ME. The ME will use these additional gyratory samples for performance testing of the HMA HIGH RAP mix. The ME reserves the right to be present at the time of molding the gyratory specimens. Ensure that the additional gyratory specimens are compacted according to AASHTO T 312. Compact 6 of the specimens to 77 millimeter height, and have an air void content of  $6.5 \pm 0.5$  percent. The ME will test 6 specimens using an Asphalt Pavement Analyzer (APA) according to AASHTO T 340 at 64 °C, 100 pound per square inch hose pressure, and 100 pound wheel load. Compact the other 5 specimens to 115 millimeter height. These 5 specimens will be cut, from the middle of each 115 millimeter height specimen, to 38 millimeter height test specimens. The air void content of the 5 cut specimen will be determined to ensure compliance with the target air void content of  $6.5 \pm 0.5$  percent. The ME will use the five 38 millimeter height specimens to test using an Overlay Tester ([NJDOT B-10](#)) at 25 °C and a joint opening of 0.025 inch. The ME will eliminate the high and low Overlay test results then average and report the middle 3 test results. The ME will ensure that all submitted specimens are within the target air void content as tested at the Materials' Central Lab.

The ME will approve the JMF if the results meet the criteria in [Table 902.13.03-2](#).

Table 902.13.03-2 Performance Testing Requirements for HMA HIGH RAP Design				
Test	Requirement			
	Surface Course		Intermediate and Base Course	
	PG 64S-22	PG 64E-22	PG 64S-22	PG 64E-22
APA @ 8,000 loading cycles (AASHTO T 340)	≤ 7 mm	≤ 4 mm	≤ 7 mm	≤ 4 mm
Overlay Tester ( <a href="#">NJDOT B-10</a> )	≥ 200 cycles	≥ 275 cycles	≥ 100 cycles	≥ 150 cycles

If the JMF does not meet the APA and Overlay Tester criteria, redesign the HMA HIGH RAP mix and submit for retesting. The JMF for the HMA HIGH RAP mixture is in effect until modification is approved by the ME.

When unsatisfactory results for any specified characteristic of the work make it necessary, the Contractor may establish a new JMF for approval. In such instances, if corrective action is not taken, the ME may require an appropriate adjustment to the JMF.

Should a change in sources be made or any changes in the properties of materials occur, the ME will require that a new JMF be established and approved before production can continue.

#### 902.13.04 Sampling and Testing

- A. General Acceptance Requirements.** The RE or ME may reject and require disposal of any batch or shipment that is rendered unfit for its intended use due to contamination, segregation, improper temperature, lumps of cold material, or incomplete coating of the aggregate. For other than improper temperature, visual inspection of the material by the RE or ME is considered sufficient grounds for such rejection.

Ensure that the temperature of the mix at discharge from the plant or storage silo meets the recommendation of the supplier of the asphalt binder, supplier of the asphalt modifier, and WMA manufacturer. For HMA, do not allow the mixture temperature to exceed 330 °F at discharge from the plant. For WMA, do not allow the mixture temperature to exceed 300 °F at discharge from the plant.

Combine and mix the aggregates and asphalt binder to ensure that at least 95 percent of the coarse aggregate particles are entirely coated with asphalt binder as determined according to AASHTO T 195. If the ME determines that there is an ongoing problem with coating, the ME may obtain random samples from 5 trucks and will determine the adequacy of the mixing on the average of particle counts made on these 5 test portions. If the requirement for 95 percent coating is not met on each sample, modify plant operations, as necessary, to obtain the required degree of coating.

- B. Sampling.** The Laboratory, as defined in subsection 912.13.04.D, will take 5 stratified random samples of HMA HIGH RAP for volumetric acceptance testing from each lot of approximately 3,500 tons of a mix. When a lot of HMA HIGH RAP is less than 3,500 tons, the Laboratory will take samples at random for each mix at the rate of one sample for each 700 tons. The Laboratory will perform sampling according to AASHTO T 168, [NJDOT B-2](#), or ASTM D 3665. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the Laboratory.

Use a portion of the samples taken for volumetric acceptance testing for composition testing.

- C. Quality Control Testing.** The HMA HIGH RAP producer shall provide a quality control (QC) technician who is certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Technologist, Level 2. The QC technician may substitute equivalent technician certification by the Mid-Atlantic Region Technician Certification Program (MARTCP). Ensure that the QC technician is present during periods of mix production for the sole purpose of quality control testing. The RE will not perform the quality control testing or other routine test functions in the absence of, or instead of, the QC technician.

The QC technician shall perform sampling and testing according to the approved quality control plan, to keep the mix within the limits specified for the mix being produced. The QC technician may use acceptance test results or perform additional testing as necessary to control the mix.

To determine the composition, perform ignition oven testing according to AASHTO T 308.

For each acceptance test, perform maximum specific gravity testing according to AASHTO T 209. Sample and test coarse aggregate, fine aggregate, mineral filler, and RAP according to the approved quality control plan for the plant.

Ensure that the supplier has in operation an ongoing daily quality control program to evaluate the RAP. As a minimum, this program shall consist of the following:

1. An evaluation performed to ensure that the material conforms to [901.05.04](#) and compares favorably with the design submittal.
2. An evaluation of the RAP material performed using a solvent or an ignition oven to qualitatively evaluate the aggregate components to determine conformance to [901.05](#).
3. Quality control reports as directed by the ME.

- D. Acceptance Testing and Requirements.** The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory Technician (QC technician) who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. The Laboratory will determine volumetric properties at  $N_{des}$  for acceptance from samples taken, compacted, and tested at the HMA plant. The Laboratory Technician will compact HMA HIGH RAP to the number of design gyrations ( $N_{des}$ ) specified in [Table 902.02.03-2](#), using equipment according to AASHTO T 312. The Laboratory will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HMA HIGH RAP.

The Laboratory will determine the dust-to-binder ratio from the composition results as tested by the QC technician.



Ensure that the HMA HIGH RAP mixture conforms to the requirements specified in [Table 902.13.04-1](#), and to the gradation requirements in [Table 902.02.03-1](#). If 2 samples in a lot fail to conform to the gradation or volumetric requirements, immediately initiate corrective action.

The Laboratory will test a minimum of 1 sample per lot for moisture, basing moisture determinations on the weight loss of an approximately 1,600 gram sample of mixture heated for 1 hour in an oven at  $280 \pm 5$  °F. Ensure that the moisture content of the mixture at discharge from the plant does not exceed 1.0 percent.

**Table 902.13.04-1 HMA HIGH RAP Requirements for Control**

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)  @N <sub>des</sub> <sup>1</sup>	Voids in Mineral Aggregate (VMA), % (minimum)					Dust-to-Binder Ratio
		Nominal Max. Aggregate Size, mm					
		25.0	19.0	12.5	9.5	4.75	
L, M	95.0 – 98.5	13.0	14.0	15.0	16.0	17.0	0.6 – 1.3

1. As determined from the values for the maximum specific gravity of the mix and the bulk specific gravity of the compacted mixture. Maximum specific gravity of the mix is determined according to AASHTO T 209. Bulk specific gravity of the compacted mixture is determined according to AASHTO T 166.

**E. Performance Testing for HMA HIGH RAP.**

[Table 902.13.04-2](#) and [Table 902.13.04-3](#)

Provide 6 gyratory specimens that are compacted according to AASHTO T 312 and 2 boxes of loose mix. Compact all 6 specimens to  $62 \pm 1$  millimeters in height and an air void content of  $6.5 \pm 0.5$  percent. The Laboratory will ensure that all specimens are within the target air void content. The Laboratory will test 3 specimens for High Temperature Indirect Tensile Strength (HT-IDT) in accordance with ASTM D6931 and conditioned at 44 °C. The Laboratory will test the remaining 3 specimens for IDEAL-CT Index in accordance with ASTM D8225 and conditioned at 25 °C.

Ensure that the first sample is taken during the construction of the test strip as specified in [406.03.01.C](#). Thereafter, sample every lot. If the test strip is done within the Project Limits and the performance testing results are acceptable to the RE, the results will be included into the first lot. A lot is defined as 1,400 tons.

If a sample does not meet the criteria for performance testing as specified in 902.08.03-1, the RE will assess a pay adjustment as specified in [Table 902.13.04-2](#) and [Table 902.13.04-3](#). The RE will calculate the pay adjustment by multiplying the percent pay adjustment (PPA) by the quantity in the lot and the bid price for the HMA HIGH RAP item. If High Temperature Indirect Tensile Strength is less than 20 and/or the IDEAL-CT Index is less than 200, the RE will assess the maximum pay adjustment of PPA = -100 percent or may require removal and replacement. PPA for both High Temperature Indirect Tensile Strength and IDEAL-CT are cumulative and may not exceed -100 percent in total. If samples received are lower than the target air void range of  $6.5 \pm 0.5$  percent, the RE will consider the samples untestable and assess a PPA of -100 percent or may require removal and replacement of the lot. If the RE requires removal and replacement, then the replacement work is subject to the same requirements as the initial work.

<b>Table 902.13.04-2 Surface Course Performance Testing Pay Adjustments for HMA HIGH RAP</b>			
	<b>Surface Course</b>		<b>PPA</b>
	<b>PG 64S-22</b>	<b>PG 64E-22</b>	
High Temperature IDT (psi) (ASTM D6931)	$t \geq 25$	$t \geq 34$	0
	$21 < t \leq 25$	$25 < t \leq 34$	PG 64S-22: $-(t-25)/0.08$ PG 64E-22: $-(t-34)/0.18$
	$t < 21$	$t < 25$	-100 or Remove & Replace
IDEAL-CT Index (ASTM D8225)	$t \geq 130$	$t \geq 150$	0
	$130 > t \geq 120$	$150 > t \geq 130$	Surface PG 64S-22: $-(t-130)/0.2$ Surface PG 64E-22: $-(t-150)/0.4$
	$t < 120$	$t < 130$	-100 or Remove & Replace

<b>Table 902.13.04-3 Intermediate and Base Course Performance Testing Pay Adjustments for HMA HIGH RAP</b>			
	<b>Intermediate and Base Course</b>		<b>PPA</b>
	<b>PG 64S-22</b>	<b>PG 64E-22</b>	
High Temperature IDT (psi) (ASTM D6931)	$t \geq 25$	$t \geq 34$	0
	$21 < t \leq 25$	$25 < t \leq 34$	PG 64S-22: $-(t-25)/0.08$ PG 64E-22: $-(t-34)/0.18$
	$t < 21$	$t < 25$	-100 or Remove & Replace
IDEAL-CT Index (ASTM D8225)	$t \geq 100$	$t \geq 120$	0
	$100 > t \geq 91$	$120 > t \geq 104$	Intermediate PG 64S-22: $-(t-100)/0.18$ Intermediate PG 64E-22: $-(t-120)/0.32$
	$t < 91$	$t < 104$	-100 or Remove & Replace

## SECTION 903 – CONCRETE

### 903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

- Portland Cement, Type I, II, and Type III .....ASTM C 150
- Blended Hydraulic Cement, Type IS, IP, and IL.....ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

**903.03.05 Control and Acceptance Testing Requirements**

**E. Acceptance Testing for Strength for Pay-Adjustment Items.**

Concrete Items which are subject to pay adjustment and the base prices are as follows:

<b>ITEMS</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>BASE PRICE</b>
507021P	CONCRETE BRIDGE DECK	CY	\$500.00
507036P	CONCRETE BRIDGE PARAPET	LF	\$305.00
505039P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-36), 36" X 15"	LF	\$125.00
505042P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-36), 36" X 18"	LF	\$130.00
505015P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-36), 36" X 27"	LF	\$170.00
505045P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-36), 36" X 21"	LF	\$160.00
505018P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-36), 36" X 33"	LF	\$170.00
505021P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-36), 36" X 39"	LF	\$175.00
505024P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-36), 36" X 42"	LF	\$185.00
505003P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 45"	LF	\$155.00
505006P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 54"	LF	\$155.00
505048P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-48), 48" X 15"	LF	\$160.00
505051P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-48), 48" X 18"	LF	\$135.00
505009P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 63"	LF	\$185.00
505027P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-48), 48" X 27"	LF	\$215.00
505054P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-48), 48" X 21"	LF	\$215.00
505030P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-48), 48" X 33"	LF	\$185.00
505033P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-48), 48" X 39"	LF	\$220.00
505036P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-48), 48" X 42"	LF	\$230.00
505012P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 72"	LF	\$200.00
502045M	CAST-IN-PLACE CONCRETE PILE, DRIVEN, 12" DIAMETER	LF	\$50.00
502090M	PRECAST CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$90.00
502132M	PRESTRESSED CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$50.00
502135M	PRESTRESSED CONCRETE PILE, DRIVEN, 14" X 14"	LF	\$50.00
502138M	PRESTRESSED CONCRETE PILE, DRIVEN, 16" X 16"	LF	\$50.00
502141M	PRESTRESSED CONCRETE PILE, DRIVEN, 18" X 18"	LF	\$50.00
502144M	PRESTRESSED CONCRETE PILE, DRIVEN, 20" X 20"	LF	\$75.00
502147M	PRESTRESSED CONCRETE PILE, DRIVEN, 22" X 22"	LF	\$75.00
502150M	PRESTRESSED CONCRETE PILE, DRIVEN, 24" X 24"	LF	\$75.00
502151M	PRESTRESSED CONCRETE PILE, DRIVEN, 30" X 30"	LF	\$75.00
502156M	PRESTRESSED CONCRETE PILE, DRIVEN, 54" DIAMETER	LF	\$200.00

## SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

### 912.01.04 Concrete Stain

THE SUBSECTION IS CHANGED TO:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellent. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

Property	Value	ASTM Test Method
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587
VOC	<100 g/L	D 2369

### 912.04.02 Removable Pavement Marking Tape

#### A. Temporary Pavement Tape.

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for temporary pavement tape.

#### B. Removable Black Line Masking Tape.

THE THIRD PARAGRAPH IN PART B IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for removable black masking tape.

# NJDOT TEST METHODS

## NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

### **B. Apparatus.**

PART B IS CHANGED TO:

Use the following apparatus:

1. Class 1 IPS that meets the requirements of ASTM E 950, Sections 4.0, 5.0 and 6.0 of AASHTO M 328, and the following:
  - a. Valid certification.
  - b. Recertification after any major component repairs or replacements.
  - c. The data system provides the raw profile data in format readable in ProVal.
  - d. Current version of pavement profile analysis software installed on the IPS computer to compute the IRI.
2. Base plate and gauge blocks, of 1 inch and 2 inch thickness, provided by the manufacturer to verify daily vertical calibration.
3. Retro-reflective traffic marking tape or other approved mechanism to automatically trigger the start and stop of profile measurements.

### **C. Procedure.**

PART C IS CHANGED TO:

Perform the following steps:

1. Turn on the inertial profiler and warm up all electronic equipment in accordance with the manufacturer recommendations before testing.
2. Perform Block and Bounce tests each day before collecting data. Record the results in the calibration log. Ensure tolerances are within the certified limits.
3. Ensure retro-reflective traffic marking tape or other approved mechanism is placed at the beginning and end of each direction of travel lane.
4. Enter project information in the test equipment system.
5. Make provisions to start and stop recording profile at the beginning and end of testing. If an automatic trigger mechanism is not installed, make provision to initiate start and end of data recording manually by pressing an appropriate key(s) on the computer.
6. Ensure that the required speed, as recommended by the manufacturer, is achieved and that the system is collecting profile data before recording profile.
7. For each test section, perform 3 test runs to collect data of both wheel paths of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. Lanes are defined by striping.
8. Save data from each run separately before the next run or lane testing, clearly identifying each test run, lane identification, and run number.

## STATE FUNDED PROJECT ATTACHMENT 1

### SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.
- C. Definitions**
- 1. Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.  
  
Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:
    - a. Small business with gross revenues that do not exceed \$3 million.
    - b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
    - c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.  
The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.  
  
Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:
    - a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
    - b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
    - c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
      1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
      2. Consultants employed under contracts for which the business wants to be eligible as a small business.
  - 2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and

quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

3. **Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.
4. **SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. **SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13 et seq. which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

**D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.

1. Post Award Obligations

- a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
- b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)

2. Affirmative Action After Award of the Contract

- a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
  - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
  - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
  - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
- b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which

firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
- c. Meeting Contract SBE Goal.** Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- d. Termination, Substitution or Replacement of SBEs.** Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution, or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker, submit a Revised CR-266 – Schedule of DBE/ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution, or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per Section 108.
- e. Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.
- F. SBE Goals for this Contract.** This Contract includes a goal of awarding **9 percentage** of the Total Contract Price to subcontractors qualifying as SBEs.

**NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.**

The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to



meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

#### **G. Counting SBE Participation.**

1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.
2. The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
3. The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.
4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.
5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform and performed by the Contractor will be applied toward the Contract SBE goal. Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.
6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is an SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the Contract SBE goal.

#### **H. Commercially Useful Function**

1. **Performance of Work.** The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
2. **Managing Work.** The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.
3. **Responsibility of Work.** A SBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
4. **Equipment of SBE.** The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long-term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the SBE firm or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any

other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

5. **Lease of Equipment.** A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll if it is the generally accepted industry practice, but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **SBE Trucking.** SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured, and operational truck used on the Contract.

The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval, and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **SBE Regular Dealers.** SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
8. **SBE Manufacturers.** SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.
9. The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.

I. **Good Faith Effort.** To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:

1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices, or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.

Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor

2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.
4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor

of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

#### **J. Submission of Affirmative Action Program**

Contractors, subcontractors, and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's SBE Liaison Officer to administer the firm's Small Business Program.
7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. SBE Liaison Officer.** Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract and ensuring that the Contractor complies with all provisions of the SBE Program.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

**N. Documentation**

1. **Requiring of Information.** The Department or the State funding agencies may at any time require information as specified in Subsection 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor, or subcontractor with the terms of the Contract.
2. **Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:
  - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
  - b. Work, services, and materials which are not performed or supplied by the Contractor.
  - c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made, and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
  - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
  - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
  - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
  - h. Documentation outlining EEO workforce information for the Contract.
  - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
3. **Submission of Reports, Forms and Documentation.** Submit reports, forms, and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports, or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.
- O. **Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers, and manufacturers is made in accordance with Section 109.
- P. **Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules, and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## STATE FUNDED PROJECT ATTACHMENT 2

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

- A. General.** It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Department to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Department's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Department's contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey "Law Against Discrimination", N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27-1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

Noncompliance by the Contractor with the requirements of the Affirmative Action program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor will cooperate with the State agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of \$2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include the following mandatory equal employment opportunity language in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

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

1. 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. 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, veteran's status, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. 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.
3. 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.
4. 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.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, 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 NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
  - b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a.) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
    - i. The Contractor or subcontractor shall interview the referred minority or women worker.
    - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
    - iii. The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in 6(i) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - iv. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b.) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral,



or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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.

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

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- B. Equal Employment Opportunity Policy.** The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons 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 and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

"It is the policy of this company that it 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 and that it will take Affirmative Action to ensure that 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, gender identity or expression, disability, nationality 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."

- C. Equal Employment Opportunity Officer.** Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

**D. Dissemination of Policy.**

- 1. Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.
  - b. **EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.
2. Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.
    - a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.
    - b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

#### **E. Recruitment**

1. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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, veteran's status, disability, nationality, or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. Through their EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).
4. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section I Unions" of this "State Of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects" Attachment.

- F. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veterans' status, disability, nationality, or sex. The following procedures shall be followed:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

**G. Training and Promotions.**

1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.
2. Consistent with the Contractor's workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
3. Advise employees and applicants for employment of available training programs and entrance requirements for each.
4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.

**H. Unions.** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use their good faith efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. Actions by the Contractor either directly or through a Contractor's association acting, as agent will include the procedures set forth below:

1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
2. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.
5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

- I. Subcontracting.** The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract's Equal Employment Opportunity obligations.

**J. Records and Reports**

1. Keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. Records kept will be designed to indicate:
  - a. The work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
  - d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
2. All such records must be retained for a period of five (5) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

### STATE FUNDED PROJECT ATTACHMENT 3

#### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

**A. Minority and Women Employment Goal Obligations.** The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups." The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

<b>Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects</b>		
County	Minority % Participation Percent	Women % Participation Percent
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

The NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
  2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
  3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
  4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- D.** Comply with the other requirements of these EEO Special Provisions.
- E.** Reporting Requirements.
1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
    - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with

N.J.A.C. 17:27-7. Also, submit the information within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasury's website at:

[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa202.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202.pdf).

Instructions for completing the form can be found online at:  
[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf).

- b. Monthly, complete and submit an AA 202 - Monthly Project Workforce Report – Construction form for the duration of the Contract. This form may be completed:
  - (1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:
  - (2) Input electronically directly onto the AA-202 form via the Department of the Treasury's Premier Business Services Online Forms web application. Information about how to register and access the Premier Business Services web application can be found at: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/PBS-Introduction-Page.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/PBS-Introduction-Page.pdf). Follow all instructions to set up online access to the web application.
  - (3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <https://www.nj.gov/transportation/business/civilrights/pdf/CC257R.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web-based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month.
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## STATE FUNDED PROJECT ATTACHMENT 4

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

The Contractor hereby agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Supplemental Specifications:

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. and Executive Order 11246, it shall take the following actions:

- A. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
- B. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
  1. Investigatory activities and findings.
  2. Dates and parties involved and activities involved in resolving the complaint.
  3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
  4. A signed copy of resolution of complaint by complainant and Contractor.

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
- G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
- H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.



## STATE FUNDED PROJECT ATTACHMENT 5

### PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

- A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
1. Each employee's full name and address of each such employee.
  2. The ethnicity and gender of each employee.
  3. Each employee's specific work classification (s).
  4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
  5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  6. Each employee's gross wage.
  7. The itemized deductions made.
  8. The net wages paid.
- B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.
- C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

## STATE FUNDED PROJECT ATTACHMENT 6

### AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

#### **Equal Opportunity for Individuals with Disabilities.**

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE 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 STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, 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 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 STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE 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 STATE 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 STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE 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 STATE pursuant to this paragraph.

It is further agreed and understood that the STATE 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 STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

# **ADVISORY NOTICE TO ALL BIDDERS**

## **TOPIC: CIVIL RIGHTS GOAL REQUIREMENTS**

### **State Funded - Small Business Enterprise (SBE) Goals**

**The following guidance is provided to help insure your bid is not rejected for being non-responsive and/or not responsible due to State and Federal Civil Rights Goal Requirements.**

**If the project you will be bidding on has a State SBE Goal, please make note of the following:**

- ✓ **DBE/SBE/ESBE Utilization/Participation Plan and ALL Commitment Forms Must Be Submitted by all Bidders within Five (5) days after bid opening.**
- ✓ **Be sure to include ALL required forms and documentation as follows:**
  - **CR-266 “Schedule of DBE/ESBE/SBE Participation”**
  - **CR-273 “Confirmation of DBE/ESBE/SBE Firm”**
  - **CR-272 “DBE/ESBE/SBE Regular Dealer/Supplier Verification” – if applicable**
  - **CR-274 “DBE/ESBE/SBE Trucking Verification” – if applicable**
- ✓ **Make sure that all required forms are PROPERLY, ACCURATELY and FULLY COMPLETED**

**Please note that the following, common errors can cause a bid to be rejected:**

- Bidder fails to sign the CR-266;
- Bidder fails to submit **COMPLETED** and **SIGNED** CR-273 confirming agreement for each DBE/ESBE/SBE firm listed on the CR-266
- Bidder completes and signs the CR-273 for the DBE/ESBE/SBE subcontractor;
- Failing to identify the correct item numbers, work descriptions and NAICS codes on the CR-266 and CR-273;
- Bidder fails to submit a **COMPLETED** and **SIGNED** CR-272 (Dealer/Supplier Verification) and/or CR-274 (Trucking Verification) from each DBE/ESBE/SBE dealer/supplier or trucker listed on the CR-266 – when applicable;
- Item Numbers and Contract Amounts on CR-266 and CR-273 don't correspond or match;
- DBE/SBE subcontractor listed on the CR-266 is not in good standing (i.e., not currently certified as a DBE or registered as a SBE);
- Identifying SBE subcontractors on the CR-266 for a Federally funded, DBE goal project and vice-versa; and
- Failure to submit adequate documentation to support Good Faith Efforts (GFE) when the DBE/ESBE/SBE goal is not met.

If you have any questions or need clarification concerning the above forms, please contact the New Jersey Transportation Bank at 609-219-8600 or by email at PM@njib.gov.

**All serious bidders should submit DBE/ESBE/SBE Participation Plan/Commitment Forms. It is in the best interest of the New Jersey Department of Transportation as well as the contracting community.**

**NOTE: If the apparent low bidder fails to meet the DBE/ESBE/SBE Goal and does not provide adequate documentation of its Good Faith Efforts, the NJDOT may go to the next lowest and responsive and responsible bidder.**



## Pathway to Civil Rights Compliance on State Funded Contracts Bidder Pre-Bid Checklist

### Checklist of Items to Address/Actions to Take

On contracts having a DBE, ESBE or SBE goal, as a condition of award, all bidders must demonstrate their commitment of utilizing DBE, ESBE or SBE firms to meet the contract goal, or, if they fail to show a commitment to meet the goal, submit documented evidence of their good faith efforts to meet the goal. In addition, every DBE, ESBE or SBE firm being used to meet the goal must confirm their intent to perform the kind and type of work on the project, if the bidder wins the award of the contract.

A bidder demonstrates its commitment through NJDOT’s CR-266 – Schedule of DBE, ESBE or SBE Participation form.

**NOTE: Only registered SBEs can be used to meet an SBE goal.**

In order to avoid situations where a bid could be deemed as non-responsive, review the Advisory Notice to Bidders, and ensure the following:

#### CR-266 – Schedule of DBE, ESBE or SBE Participation

State Funded Contracts		
1.	On projects with SBE goals, make sure that each firm listed is a registered SBE, listed in the NJSAVI Directory, found at: <a href="https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp">https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp</a>	<input type="checkbox"/>
2.	Ensure each firm is registered to perform the type of work the SBE will be performing on the contract. Search by Craft or Commodity Code.	<input type="checkbox"/>

CR-266 Form – The Bidder is to complete the following for each firm the Bidder lists on the form		
3.	Indicate the correct classification for the type of role the firm will perform on the contract, i.e. subcontractor, supplier, regular dealer, trucker/hauler, broker or manufacturer	<input type="checkbox"/>
4.	Indicate whether the firm is a DBE, ESBE, or SBE	<input type="checkbox"/>
5.	List the firm’s complete name, address, phone number and email as found in the corresponding directory.	<input type="checkbox"/>
6.	List the specific NAICS code(s) that the firm has, which correspond(s) to the firm’s performance on the contract.	<input type="checkbox"/>
7.	Describe the specific type of work each firm will be performing (i.e. supply of XXX; furnish & install XXX; hauling of XXX; manufacture XXX; Engineering drawings for XXX; etc.)	<input type="checkbox"/>



For each firm being listed on the CR-266 form (continued)		
8.	List each specific contract item (sequence number) and associated item description that the firm will perform on the contract.	<input type="checkbox"/>
9.	List the proposed subcontract dollar value. This should be the price that each bidder and the DBE, ESBE or SBE firm have mutually agreed upon for the DBE, ESBE or SBE's work on the contract. <b>NOTE: Once this is listed on the CR-266 and approved by NJDOT Civil Rights, there can be no revisions to this amount unless Civil Rights provides prior written approval.</b>	<input type="checkbox"/>
10.	List the projected start and completion dates of the proposed DBE, ESBE or SBE's work on the contract.	<input type="checkbox"/>
11.	List the bidder's name and bid amount.	<input type="checkbox"/>
12.	List the complete formal project name, including DP number, as shown on plans.	<input type="checkbox"/>
13.	Check the box indicating the type of goal set on the contract.	<input type="checkbox"/>
14.	Sign and date the form.	<input type="checkbox"/>

DBE, ESBE AND SBE firms show confirmation of their intent to participate in the contract in the type and kind of work each bidder is committing them to perform via several of NJDOT's forms, specifically the: CR-273 and applicable CR-272 and CR-274. Bidders should provide these forms to each respective DBE, ESBE or SBE firm, and request the firm to complete and return them to the bidder.

**NOTE: Each DBE, ESBE or SBE must complete all portions of the confirmation/verification forms. Bidders are not permitted to complete any portion (including the contract name, dollar value or specific work items). Each form must be signed by the respective DBE, ESBE or SBE.**

- 1. A CR-273 is needed for every firm a bidder lists on the CR-266**
- 2. In addition to the CR-273, a CR-272 is needed from every regular dealer/supplier the bidder lists on the CR-266.**
- 3. In addition to the CR-273, a CR-274 form is needed from every trucker/hauler the bidder lists on the CR-266.**

If a bidder fails to demonstrate a commitment to meet the contract goal, they must submit documented evidence of good faith efforts they made to meet the goal.

All Civil Rights documentation is required either at time of bid, or within 5 days of bid opening, and is required to be submitted to the New Jersey Infrastructure Bank via the NJ-Moves website at [www.NJ-Moves.com](http://www.NJ-Moves.com).

**All questions concerning projects funded or partially funded through the New Jersey Infrastructure Bank should be directed through email at [PM@njib.gov](mailto:PM@njib.gov) or by phone at 609-219-8600.**



**New Jersey Department of Transportation  
Division of Civil Rights & Affirmative Action**



**Pathway to Civil Rights Compliance on Federally Assisted & State Funded Contracts  
DBE/ESBE/SBE Confirmation/Verification Checklist**

**Checklist of Items to Address/Actions to Take**

On contracts having a DBE, ESBE or SBE goal, as a condition of award, each bidder must demonstrate their commitment to utilize DBE, ESBE or SBE firms to meet the contract goal, or, if they fail to demonstrate a commitment to meet the goal, submit documented evidence of their good faith efforts to meet the goal. A bidder demonstrates their commitment through NJDOT’s CR-266 – Schedule of DBE, ESBE or SBE Participation form.

Also, every DBE, ESBE or SBE firm being used to meet a contract goal, must confirm their intent to perform the kind and type of work that the bidder intends to utilize them for, if the bidder is awarded the contract.

A DBE, ESBE and SBE firm confirms intent to participate in the contract in the type and kind of work each bidder is committing them to perform via several of NJDOT’s forms, specifically the: CR-273, and applicable CR-272 and CR-274 forms.

**NOTE: Each DBE, ESBE or SBE firm must complete all portions of the confirmation/verification forms. Bidders/Prime Contractors are not permitted to complete any portion of the CR-273, CR-272 and CR-274 forms (including the contract name, dollar value or specific work items). Each form must be signed by the respective DBE, ESBE or SBE.**

Every DBE, ESBE or SBE firm being used to meet a contract DBE, ESBE or SBE goal must complete the confirmation/verification forms, and return them to the bidder/contractor:

**Form CR-273 – Confirmation of DBE/ESBE/SBE Firm**

Each DBE, ESBE or SBE must complete the following:		
1.	Full Name and contact information of the DBE, ESBE or SBE Firm	<input type="checkbox"/>
2.	Complete name of project	<input type="checkbox"/>
3.	DP Number (to be provided by the Bidder)	<input type="checkbox"/>
4.	Bidder’s Name	<input type="checkbox"/>
5.	Proposed Date that DBE, ESBE or SBE firm’s Work	<input type="checkbox"/>
6.	Proposed DBE, ESBE or SBE work items, specifically the Item(sequence) number and full item descriptions	<input type="checkbox"/>
7.	Provide answers to the questions on the form.	<input type="checkbox"/>
8.	Provide the title of the person signing the form.	<input type="checkbox"/>
9.	Sign & date the form, and include the name of the DBE, ESBE, SBE firm, where indicated.	<input type="checkbox"/>

When a DBE, ESBE or SBE’s role on the contract will be one of a regular dealer/supplier, in addition to completing a CR-273 form, the firm must complete a:

**Form CR-272 – DBE/ESBE/SBE Regular Dealer/Supplier Verification**

1.	Provide the project name and DP Number, if applicable	<input type="checkbox"/>
2.	Provide name of Bidder/Prime Contractor	<input type="checkbox"/>

**Form CR-272 – DBE/ESBE/SBE Regular Dealer/Supplier Verification (continued)**

3.	Provide name, address and phone number of the DBE, ESBE or SBE firm.	<input type="checkbox"/>
4.	Provide an answer to each of the two questions.	<input type="checkbox"/>
5.	Sign and date the form. Print the signatory’s name and phone number.	<input type="checkbox"/>
6.	Return the completed form to the bidder/contractor.	<input type="checkbox"/>

When a DBE, ESBE or SBE’s role on the contract will be one of a trucker/hauler, in addition to completing a CR-273 form, must complete a:

**Form CR-274 – DBE, ESBE/SBE Trucking Verification**

1.	Provide the complete project name and DP Number, if applicable.	<input type="checkbox"/>
2.	Provide name, address, phone number and email of the bidder/contractor	<input type="checkbox"/>
3.	Provide name, address and phone number of the DBE, ESBE or SBE trucking firm/hauler	<input type="checkbox"/>
4.	Provide the specific bid items, item description, unit, unit price, quantity and total for each item the DBE, ESBE or SBE trucking firm/hauler will perform on the contract.	<input type="checkbox"/>
5.	Indicate the total number of operational DBE, ESBE or SBE owned trucks to be used on the contract.	<input type="checkbox"/>
5a.	Provide the specific VIN number, year, make and model for each first tier DBE, ESBE or SBE owned trucks to be/being used on the contract.	<input type="checkbox"/>
6.	If the first tier DBE, ESBE, SBE is supplementing their fleet, provide the VIN number, year, make and model for each truck that is supplementing the 1 <sup>st</sup> tier DBE, ESBE or SBE trucker/hauler.	<input type="checkbox"/>
7.	Indicate the total number of operational trucks to be <b>leased</b> from a DBE, ESBE or SBE.	<input type="checkbox"/>
7a.	Submit copies of lease agreements for each trucking firm from which trucks are being leased.	<input type="checkbox"/>
8.	Indicate the total number of operational trucks to be <b>leased</b> from a non-DBE, non-ESBE or non-SBE.	<input type="checkbox"/>
8a.	Submit copies of lease agreements for each trucking firm from which trucks will be leased.	<input type="checkbox"/>
9.	First tier DBE, ESBE or SBE is to print name, sign and date form.	<input type="checkbox"/>

**Note: Timely completion and submission of the forms to bidders is critical, as all bidders are required to submit them as part of their bid package.**





## New Jersey Department of Transportation Division of Civil Rights & Affirmative Action



### Pathway to Civil Rights Compliance on Federally Assisted & State Funded Contracts Commercially Useful Function

#### Contractor's Checklist - Key Questions to Ask the DBE, ESBE or SBE

An element that can impact the ability of the prime contractor to meet its contract goal is commercially useful function (CUF). A prime contractor and NJDOT receive credit toward the goal (contract and overall) only when a DBE, ESBE or SBE working on a contract performs a CUF.

**It is the prime contractor's responsibility to ensure the firm is performing a CUF.**

A DBE, ESBE or SBE generally performs work on a contract either as a prime or subcontractor, a trucker, a regular dealer, a manufacturer or a service provider.

Each of these categories is evaluated differently when determining whether the firm has performed a CUF, there is one guiding principle that must be followed, the firm must be:

***"Responsible for execution of the work of the contract or a distinct element of the work...by actually performing, managing, and supervising the work involved."***

#### **Key Factors to Analyze when Determining whether CUF is being performed:**

- Evaluation of the amount of work subcontracted & whether it is consistent with normal industry practice
- Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal
- With respect to materials, who negotiated the price of the material; who determined the quality & quantity, who ordered it, and who paid for it?
- Whether the firm's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

#### **Five Distinct Operations to Consider to Determine Whether CUF is Being Performed**

1. **Management** – Schedule work operations; order equipment & materials; prepare & submit certified payrolls; hire and fire employees
2. **Workforce** – Keep a regular workforce; perform work with employees normally employed by and under DBE, ESBE or SBE control, and not the prime or affiliates. All work performed by workforce under DBE, ESBE or SBE control, with a **minimum** of 30% of the work performed by the DBE, ESBE or SBE's regular employees, or those hired by the DBE, ESBE or SBE for the project from a source such as a labor union.
3. **Equipment** – May lease **specialized** equipment from a contractor (excluding the prime & affiliates) if consistent with normal industry practice; the DBE, ESBE or SBE provides operator for non-specialized equipment, and is responsible for all payroll requirements.
4. **Materials** – When DBE, ESBE or SBE has a furnish and install contract, they must perform these four functions: negotiate price; determine quality & quantity of materials; order materials; pay for the materials themselves.
5. **Performance** – DBE, ESBE or SBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the regulations).



## New Jersey Department of Transportation Division of Civil Rights & Affirmative Action



### Pathway to Civil Rights Compliance on Federally Assisted & State Funded Contracts Commercially Useful Function

#### Contractor's Checklist - Key Questions to Ask the DBE, ESBE or SBE

- Is there a written executed agreement for the firm to perform a distinct element of work?

#### **Management:**

- Who does your on-site representative report to?
- Has this individual ever shown up on any other contractor's payroll?
- Has your owner been present on the jobsite?

#### **Workforce:**

- Who prepares the firm's certified payroll?
- Who does your on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- Do the firm's employees appear on anyone else's payroll on this contract?

#### **Equipment:**

- Take note of the major self-propelled (engine) equipment used by the DBE, ESBE or SBE. Does the equipment belong to your firm? Is it owned or leased?
- If leased, is there an agreement identifying the terms and parties? Who signed the lease? (Is it the DBE, ESBE or SBE owner?)
- Does the equipment have the firm's markings or emblems?
- Is the equipment under the firm's direct supervision?
- Is the operator of the leased equipment an employee of the firm?
- If the equipment is leased, is the payment for the equipment deducted from the work performed?

#### **Materials:**

- Is the work to be performed by your firm "furnish and install" work?
- Who makes arrangements for delivery of materials?
- Who are the material invoices made out to?
- Who scheduled delivery of materials?
- In whose name are materials shipped?
- Who actually delivered the materials?
- Where specifically were the materials delivered to?

#### **Performance:**

- Do you have control over methods of work on your contract items?
- Do you actually schedule work activities, material deliveries and other related actions required for execution of your work?
- Will anyone other than your firm be performing any amount of work specified in your contract?
- If so, whom? Do you have an executed agreement with that person/firm?



## New Jersey Department of Transportation Division of Civil Rights & Affirmative Action



### Pathway to Civil Rights Compliance on Federally Assisted & State Funded Contracts Commercially Useful Function

#### Contractor's Checklist - Key Questions to Ask the DBE, ESBE or SBE

##### **Trucking:**

- Do the trucks you use belong to you or your firm?
- Are you supplementing your fleet?
- If so, is/are the leased truck(s) from an established equipment leasing business open to the general public?
- If the trucks are leased, do you have a formal lease identifying the terms and parties?
- Do/does the leased truck(s) display your firm's name and identification number?
- Is there an approved subcontract? If so, who are the parties?
- Do you submit certified payrolls?

##### **Regular Dealers:**

- Are you an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question?
- Do you own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business?
- What is the address of the store, warehouse or other establishment where the materials are located?
- Who is delivering the materials?
- Where will the materials be delivered to? What specific location/address?
- Will the trucks making the delivery belong to your firm?
- Are you supplementing your fleet?
- If so, is/are the leased truck(s) from an established equipment leasing business open to the general public?
- If the trucks are leased, do you have a formal lease identifying the terms and parties?
- Do/does the leased truck(s) display your firm's name and identification number?
- For dealers in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt, do you own and operate distribution equipment required for those products?
- Is the distribution equipment used to deliver the product, owned or leased, long term by your firm?
- For bulk items, where does the material come from? Do you have a distribution agreement?

##### **Manufacturers:**

- Is the business's primary function to manufacture construction products?
- Does the business stock the product altered for this project as a normal stock item?
- Do you control the quality of the materials?
- Do you purchase the raw material used in the plant?



SECTION F  
GENERAL PROVISIONS

INDEX

1. DEFINITIONS
2. EXTENT OF CONTRACT
3. OBLIGATIONS OF CONTRACTOR
4. ABSENCE OF CONTRACTOR
5. NOTICES TO CONTRACTOR
6. INSPECTION
7. ENGINEER'S STATUS
8. ENGINEER'S DECISION
9. ACCESS TO WORK
10. COMPETENT WORKERS TO BE EMPLOYED
11. LAW AND ORDINANCES
12. PERMITS
13. LABOR-EMPLOYMENT-WAGES-HOURS
14. WORKERS COMPENSATION
15. PUBLIC LIABILITY, PROPERTY AND AUTOMOBILE INSURANCE
16. SOCIAL SECURITY ACT
17. ASSIGNMENT OF CONTRACT
18. ROYALTIES AND PATENTS
19. CLAIMS FOR LABOR, MATERIALS AND DAMAGES
20. ACCIDENTS AND CLAIMS TO BE GUARDED AGAINST
21. STATEMENT OF QUANTITIES
22. MATERIALS AND WORK
23. DEFECTIVE WORK OR MATERIALS

GENERAL PROVISIONS (Continued)

INDEX (Continued)

24. PERMISSIBLE CHANGES AND VARIATIONS IN THE WORK
25. EXTRA WORK
26. OTHER CONTRACTS
27. SUSPENSION OF WORK
28. REMEDIES
29. ABANDONMENT OF WORK
30. FORFEITURE OF CONTRACT
31. COMPLETION OF CONTRACT BY OWNER
32. COMPLETION OF WORK DEFINED
33. TIME FOR COMPLETION
34. DELAYS AND EXTENSION OF TIME FOR COMPLETION
35. PRICES
36. APPROVAL AND ACCEPTANCE OF WORK
37. ESTIMATES AND PAYMENT - PARTIAL AND FINAL
38. LIENS
39. CONTRACTOR'S CLAIM FOR DAMAGES
40. NO WAIVER OF CONTRACT
41. NO ESTOPPEL
42. SUBLETTING
43. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR
44. WAGE RATES
45. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)

## GENERAL PROVISIONS

### 1. DEFINITIONS

Wherever the term "OWNER" is used herein, it shall refer to the Municipality, the party of the first part to this Agreement.

Wherever the term "Contractor" is used herein, it shall refer to and designate the party of the second part to this Agreement, or his or their legal representative, successors or assigns.

Wherever the term "ENGINEER" is used herein, it shall refer to and designate the ENGINEER duly authorized by the OWNER to approve the construction of the improvements contemplated herein, or the duly appointed assistant or representative of said ENGINEER. ENGINEER as referenced in STANDARD SPECIFICATIONS, shall be interpreted to mean the ENGINEER duly authorized by the OWNER to observe the construction of the improvements contemplated herein, or the duly appointed assistant or representative of said ENGINEER.

Wherever the terms "Mayor" and "Clerk" are used herein, they shall refer to and designate the Mayor and Clerk of the Municipality.

Wherever the term "As Designated" is used herein, it shall be held to refer to information or directions indicated on the contract drawings or in the specifications covering the construction of the improvements contemplated herein.

Wherever the term "Approved" is used herein, it shall be held, unless otherwise specified, to mean as approved by the ENGINEER. Similar use will be made of the terms "Directed," "Required," "Permitted" and words of like import.

The Contract Documents consist of Advertisement Instructions to Bidders, Statement of Work, General Conditions, Special Conditions, General Provisions, General Specifications, Proposal, Contract Documents, Wage Rate Determinations and Plans, including all modifications incorporated in the documents before their execution.

The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the Plans and Specifications of this work, but does not include one who merely furnishes material not so worked.

"Written Notice" shall be deemed to have been duly served if delivered in person to the authorized agent of the Contractor, such as superintendent or foreman in charge of work 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 mail to the last business address known to him who gives the notice.

"Section" shall refer to either the specification section of these specifications in which case it will be followed by the term "of these specifications" or a specified section of the Standard Specifications in which case it will be followed by the term "of the STANDARD SPECIFICATIONS".

"Commissioner" as referenced in STANDARD SPECIFICATIONS shall be interpreted to mean ENGINEER.

"Department" as referenced in STANDARD SPECIFICATIONS shall be interpreted to mean the ENGINEER duly authorized by the OWNER to observe the construction of the improvements contemplated herein, or the duly appointed assistant or representative of said ENGINEER.

"Provide" shall be interpreted to mean to furnish and install complete.

"Standard Specifications", the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, dated 1989, and all amendments thereto.

"State", as referenced in STANDARD SPECIFICATIONS shall be interpreted to mean OWNER.

2. EXTENT OF CONTRACT

The Advertisement, Instructions to Bidders, Proposals, Bonds, General Specifications and Contract Drawings are, and shall be taken to be a part of this contract. All work and materials mentioned in the specifications and not shown on the drawings, and all work and materials shown on the drawings and not mentioned in the specifications, and all work and materials necessary for the completion of the work according to the true intent and meaning of the contract drawings and specifications, shall be furnished, performed and done as if the same were both mentioned in the specifications and shown on the drawings. In case of disagreement between the plans and specifications, the ENGINEER will decide which shall prevail and the Contractor shall proceed in accordance with the ENGINEER's decision at no change in contract price.

Should anything be omitted from the contract drawings or specifications which is necessary to a clear understanding of the work, or should any error appear either in any of the various instruments furnished or in the work done by other contractors affecting the work included under this contract, the Contractor shall promptly notify the ENGINEER of such omission or errors and in the event of the Contractor's failure to do so, he shall make good any damage to or defect in his work caused thereby. He will not be allowed to take advantage of any error or omission on the contract drawings, as full instructions will be furnished by the ENGINEER. Should such error or omission be discovered, the Contractor shall carry out such instructions as if originally specified.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and this contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

3. OBLIGATIONS OF CONTRACTOR

The Contractor shall, at his own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications and the contract drawings, furnish all the materials and labor and all tools, implements, machinery and appliances of every kind necessary or proper for the purpose, and in good substantial and workmanlike manner and within the time hereinafter specified, perform and complete the work required under this contract. He shall complete the entire work to the satisfaction and approval of the ENGINEER, and shall accept in consideration thereof, and as full compensation therefor, the sums set opposite the respective classes of work and materials named in the contract and proposal herein contained or hereto annexed, the said sums being the amounts at which the contract therefor was awarded to the Contractor at the public letting thereof.

4. ABSENCE OF CONTRACTOR

In the absence of the Contractor there shall at all times be a duly authorized representative on the work, who shall receive and execute all information provided by the ENGINEER, and such information so given to and received by said representative, shall be deemed to have been given to and received by the Contractor.

5. NOTICES TO CONTRACTOR



The residence or place of business given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications shall be served, mailed to or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above named place or deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office Department shall be deemed sufficient service thereof upon the Contractor, and the date of mailing shall be the date of service. The place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the ENGINEER.

Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

6. INSPECTION

The ENGINEER or his authorized representative will inspect the materials furnished and the work done under this contract, and he is also hereby authorized and empowered to reject and refuse all work and materials and the method of application of any part thereof, under or in fulfillment of this contract, that does not comply in kind, quality, quantity, time or place with the specifications and the contract drawings. The inspections, approval or acceptance of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter during the existence of this said work or materials be found to be defective or not in accordance with the requirements of this contract.

7. ENGINEER'S STATUS

The ENGINEER is the agent of the OWNER to the extent provided in the Contract Documents and in special instances he shall, upon request, show the Contractor written authority.

As the ENGINEER is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, he shall side neither with the OWNER nor with the Contractor, but shall use his powers under the contract to enforce its faithful performance by both.

In case of the termination of the employment of the ENGINEER, the OWNER shall appoint a capable and reputable Engineer against whom the Contractor makes no reasonable objection, whose status under the contract shall be that to the former Engineer.

8. ENGINEER'S DECISION

The ENGINEER shall, in all cases, determine the amount, quality, acceptability of the work, materials and equipment which are to be paid for under this contract. He shall also determine all questions in relation to said work and the performance thereof, and decide upon questions which may arise relative to the fulfillment of this contract on the part of the Contractor, except as provided herein. The determinations of the ENGINEER as to work, materials and equipment shall be subject to the final approval of the OWNER.

9. ACCESS TO WORK

The Contractor shall at all times give access to the work to the OWNER, to the ENGINEER and the assistants and inspectors under them, and to representatives of the Department of Health of the State. The Contractor shall furnish all the necessary facilities for determining both on the work and at the places of manufacture, that all work to be done and all materials to be furnished under this contract is being performed and are being made strictly in accordance with the terms of the contract and with the contract drawings and specifications. The Contractor shall notify the ENGINEER in writing at least seven (7) days previous to the commencement of the manufacture of any materials, of the time and place where the manufacture is to take place, in order that a representative of the OWNER may be present to inspect the manufacture, should it be so desired.

10. COMPETENT WORKERS TO BE EMPLOYED

The Contractor shall employ only competent and skillful workers to do the work, and whenever the ENGINEER shall notify the Contractor in writing that any worker on the work is, in their opinion, disorderly, disrespectful, or otherwise unsatisfactory, the Contractor, on receiving such notice, shall forthwith dismiss such person and shall not again employ him for any part of the work without the written consent of the ENGINEER.

11. LAW AND ORDINANCES

The Contractor shall keep himself fully informed of, and shall carefully observe and comply with all State, County and local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER, ENGINEER and all their officers, agents and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

12. PERMITS

The Contractor shall take out all necessary permits from the municipal or other public authorities, and shall give all notices required by law or municipal ordinance. Any charge or fee for permits issued by the municipality shall be borne by the OWNER. The OWNER will be reimbursed by the Contractor for the cost of inspection of the work under this contract required by public authorities other than the OWNER, and the municipality, such as the County or the State. The Contractor shall comply with all requirements of the 1964 Assembly Bill No. 803, an act to amend and supplement an act relating to excavation or blasting near pipes distributing or transmitting manufactured, mixed, or natural gas, approved May 12, 1964 (P.L. 1964, C. 53).

13. LABOR-EMPLOYMENT-WAGES-HOURS

The Contractor shall comply with all requirements of the labor laws of the State applicable to contracts on behalf of a municipality for construction, alteration or repair of any building or public work.

14. WORKERS COMPENSATION

The Contractor shall take out and maintain Workers Compensation Insurance to fully protect the OWNER as required by existing law, or as such may be amended during the life of this contract. In case the Contractor shall subcontract any portion of the work, he shall require that all employees of the subcontractor are properly covered by such Workers Compensation Insurance. In case any class of employees engaged in hazardous work under this contract is not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

15. PUBLIC LIABILITY, PROPERTY AND AUTOMOBILE INSURANCE

The Contractor shall take out and maintain during the life of this contract the various types and amounts of insurance as required to protect the Contractor, the OWNER and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them.

Pennoni Associates Inc. and its consultants shall specifically be named as additional insured.

## LIABILITY

A. Coverage is to be written on a Commercial General Liability Form providing:

- 1) Premises/Operations Liability Coverage
- 2) Products/Completed Operations Liability Coverage
- 3) Blanket Contractual Liability Coverage
- 4) Broad Form Property Damage Coverage
- 5) Independent Contractors Liability Coverage
- 6) Personal Injury Liability Coverage
- 7) Underground Hazard Liability Coverage
- 8) Explosion and Collapse Hazard Liability Coverage
- 9) Broad Form Comprehensive General Liability Endorsement

(Coverage as required under #7 or #8 shall be waived by the OWNER if the work to be performed by the Contractor on behalf of the OWNER does not necessitate these coverages.)

B. The Liability Policy must be written with a minimum combined single limit of \$1,000,000 for Bodily Injury and Property Damage.

## AUTOMOBILE LIABILITY

A. The coverage is to be written on a Commercial Automobile Liability form providing liability coverage for all owned, hired and non-owned automobiles.

B. The Automobile Liability Policy must be written with a minimum combined single limit of \$1,000,000 for Bodily Injury and Property Damage.

## WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

A. The Worker's Compensation Policy must be issued to provide statutory coverage for the State of New Jersey.

## EXCESS LIABILITY/UMBRELLA

A. Umbrella Liability coverage is to be provided with a minimum limit of \$1,000,00 in excess of all underlying primary coverages required by the OWNER.

## OWNER'S, CONTRACTOR'S PROTECTIVE LIABILITY

A. An Owner's, Contractor's Protective Liability Policy with a \$2,000,000 Limit of Liability must be provided in the name of the OWNER of the project.

## BUILDER'S RISK

A. Builder's Risk coverage will be provided on an "All Risk Basis" subject to standard policy conditions and exclusions for the total value of the amount shown within the bid for any structure or building that will become real property upon completion of the contract. Otherwise this coverage will not be required.

## FILING OF CERTIFICATES, ENDORSEMENTS AND POLICIES

A. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the OWNER before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in the section.

- B. All policies as hereinafter required shall be so written that the OWNER and additional insured will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation of amendment.
- C. If any part of the work is sublet, insurance of the same types and limits as required by above items shall be provided by or on behalf of the subcontractor to cover that part of the work that they have contracted to perform.
- D. The policies of insurance so required to be purchased and maintained shall include as additional insured OWNER, ENGINEER, ENGINEER'S Consultants and any other persons or identities named in the supplementary conditions, and shall include coverage for their respective officers and employees.

16. SOCIAL SECURITY ACT

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full liability for the payment of any and all contributions or taxes for social security, unemployment insurance, federal withholding tax or old age retirement benefits, pensions or annuities, nor or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the OWNER from any such contributions or taxes or liability thereof.

17. ASSIGNMENT OF CONTRACT

The contractor or his thoroughly qualified and designated representative shall give his personal attention constantly to the faithful prosecution of the work. He shall not assign, transfer, convey or otherwise dispose of this contract, or his right, title, or interest in, or to the same or any part thereof, without the previous approval of the OWNER.

The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this contract, unless by and with the written consent of the OWNER, and such consent or approval, if given, will not relieve the Contractor from any of the obligations of said contract.

Assignment of this contract or any part thereof or of any funds to be received thereunder by the Contractor shall contain a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

18. ROYALTIES AND PATENTS

The Contractor shall indemnify and save harmless the OWNER and its officers and agents from all damages, judgements, claims and expenses arising from the infringement of any letters, patent, or patent right because of any royalty, fee or license for the use, arrangement of operation of any tools, machinery, appliances, devices, materials, process or processes which may be used by the Contractor or furnished by him in fulfillment of the requirements of this contract. In the event of any claim or action at law on account of such patent or fees, it is agreed that the OWNER may retain out of the monies which are or which may become due the Contractor under his contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or satisfactorily adjusted.

19. CLAIMS FOR LABOR, MATERIALS AND DAMAGES

The Contractor shall, from time to time, as required by the OWNER, furnish the OWNER with satisfactory evidence that all persons who have done work or furnished materials under this contract, or have suffered some damage on account of the Contractor's operations, have been fully paid or secured; and in case such evidence be not furnished as aforesaid, such amount as the OWNER may consider necessary to meet the lawful claims of the persons aforesaid will be retained from the monies otherwise due said Contractor, until the liabilities aforesaid have been fully satisfied. It is understood and agreed, however, that the OWNER hereby assumes no obligation toward such claimants, nor in any way undertakes to pay such claims out of any funds due or that may become due the Contractor, or out of its own funds.

20. ACCIDENTS AND CLAIMS TO BE GUARDED AGAINST

All machinery and other physical hazards shall be guarded in accordance with safety codes approved by the American Standard Association, unless such codes are not compatible with Federal, State or Municipal Laws or Regulations.

The Contractor, when necessary, shall erect and maintain on the work such strong and suitable barriers and at night time such red lights as will efficiently and effectually prevent any accident to life, limb or property on consequence of said work, or in the use or occupancy of street, alley, highway or public or private grounds.

The status of the Contractor in the work to be performed by him under the contract is that of an independent contractor. As such, the work, in every respect, from the execution of the contract and during progress of the work thereunder, and until final acceptance, shall be under the charge and in care of the Contractor and at his risk. He shall properly safeguard against any or all injury to the public, to public and private property, materials and things and, as such, the Contractor alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of said work without regard to whether the Contractor, his subcontractors, agents or employees, have been negligent. The Contractor shall keep the OWNER and ENGINEER free from, and discharged of any and all responsibility and liability therefor of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance.

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, all persons, work materials, equipment and property at the site or adjacent thereto.

Contractor shall designate a safety representative at the site whose responsibilities shall be safety precautions and the prevention of accidents.

The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or local laws, statutes, ordinances or any and all rules and regulations promulgated thereunder. The Contractor shall indemnify and save harmless the OWNER and ENGINEER and all of their respective officers, agents and employees from all liability or suits or actions at loss or in equity of any kind whatsoever arising from the failure of the Contractor to comply with the terms and conditions of the contract, plans and specifications or any Federal or State statutes or local ordinances or any rules and regulations promulgated, in accordance with the provisions of such statutes or ordinances by the United States, the State of New Jersey, or any municipality thereof, or by any department or agency of any or all thereof, and the Contractor shall, if required by the OWNER or ENGINEER, produce evidence of settlement of any such action before final payment under the contract shall be made by the OWNER.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance, issued in the name of the OWNER, as will protect the OWNER from contingent liability under this contract, and the OWNER's right to enforce against the Contractor any provision of this article shall be contingent upon the full compliance by the OWNER with the terms of such insurance policy or policies, a copy of which shall be deposited with the OWNER.

21. STATEMENT OF QUANTITIES

The quantities of the work to be done and the materials to be furnished under this contract as given in the Instructions to Bidders or attached hereto or as indicated on the contract drawings, are to be used solely as a uniform basis for comparing proposals and/or for determining the amount of the Contractor's performance bond. The OWNER shall not be held responsible if any of the said quantities are found incorrect or omitted and the Contractor shall not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes or work as estimated and the work actually performed. If any error, omission, or misstatement is discovered in the said estimated quantities, the same shall not invalidate the contract or release the Contractor from execution and completion of the whole or any part of the work to the satisfaction of the ENGINEER and in accordance with the specifications and plans and for the prices agreed upon and fixed therefor or excuse him from any of the obligations or liabilities set forth in the Contract Documents, or entitle him to any damages or compensation otherwise than is specified in said Contract Documents. The quantities of the various work on which payments will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor and accepted by the ENGINEER as being satisfactorily completed in accordance with the requirements of the Contract Documents.

Before submitting this proposal, the Contractor shall determine for himself the quantities of work required and the conditions under which the work will be performed, by such means as he may prefer, and shall assume all risks as to variations in the quantities of the different classes of work.

He shall not at any time after the submission of this proposal, dispute or complain of the schedule of quantities or assert that there was any misunderstanding as to the amount or character of the work to be done, and shall not make any claim for damages, or for loss of profits, or for an extension of time because of a difference between the quantities of the various classes of work stated, and the quantities of work actually performed.

22. MATERIALS AND WORK

All materials furnished under this contract shall be as specified or required, or in the absence of particular specification shall be the best of their respective kinds, or new stock, unused and not deteriorated and all the work contemplated and described shall be done in a good, substantial and workmanlike manner. Only manufactured products of the United States, wherever available, shall be incorporated into the work of the contract.

Wherever in these specifications or on the plans, the terms ASTM, AWWA, ASA and SAE specifications are used, it shall be considered to mean the latest pertinent specifications (Standard or Tentative) of the American Society for Testing Materials, American Water Works Association, American Standard Association, and the Society of Automotive Engineers respectively, and any subsequent amendments thereto.

Wherever in the contract drawings or specifications any item of equipment or material is designated by reference to a particular brand name, manufacturer or trade name, it shall be understood that an approved equal product, acceptable to the ENGINEER, may be substituted by the bidder. The Contractor will be required to demonstrate to the satisfaction of the ENGINEER that the equipment, devices or materials he proposes to furnish are, in fact, similar or equal to those designated.

23. DEFECTIVE WORK OR MATERIALS

If at any time before the final acceptance of the work, any materials or workmanship shall be discovered, which do not comply with the specifications and contract drawings, they shall be immediately removed by the Contractor, when notified to do so by a written notice from the ENGINEER, and shall be replaced at the Contractor's expense. Any work condemned by the ENGINEER as unsuitable or improperly done shall be removed and repaired, or otherwise remedied, as requested by the ENGINEER.

All material condemned by the ENGINEER shall be removed from the site of the work within two (2) days if and after notice to that effect is given.

Should defective work be suspected and the ENGINEER so requires, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examining at such points as said ENGINEER designates. Should the work thus exposed or examined prove satisfactory, the uncovering, taking down or making openings in and the replacing of the covering or the making good of the parts removed shall be paid for in accordance with the contract prices for the items involved; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down and replacing and making good shall be at the expense of the Contractor.

If the Contractor shall neglect or refuse to remove or replace the same within seven (7) days from the date of the written notice from the ENGINEER to do so, said notice being served either personally or by leaving it at his place of business or with his agent in charge of the work, then the OWNER may remove or cause the same to be removed and satisfactorily replaced by contract or otherwise, as he may deem expedient, and charge the expense thereof to the Contractor. The expense so charged will be deducted and paid by the OWNER out of such monies as are or may become due under this Agreement; or if such monies are not sufficient to meet the said expense, the additional monies shall be furnished by the Contractor; and if he refuses or neglects to provide the necessary monies, they shall be provided by his surety.

24. PERMISSIBLE CHANGES AND VARIATIONS IN THE WORK

Should it be deemed necessary in the execution of the work, by reason of any condition or circumstance arising or discovered after the making of the contract, to make any minor variation desirable or necessary for the stability, economy or betterment of the work, which variations increase or decrease the quantities of the work specified or change the location thereof to an extent not unreasonably affecting the conditions of the work, and further interpreted by the ENGINEER as involving no classes of work other than those called for by this contract, the Contractor shall, upon written order from the ENGINEER to that effect, make such minor variations. If such minor variations diminish the quantity of the work to be done, no claim for damages or for anticipated profits on the work that may be dispensed with shall thereby accrue to the Contractor, and the value of the work dispensed with will not be included in any payments made to the Contractor. If such minor variations increase the amount of the work, the value of such increase shall be determined and fixed by the ENGINEER in accordance with the quantity of such work actually done, and/or at the unit prices stipulated in the contract.

Such alterations or changes as are mentioned in this section shall not vitiate or annul the obligations of the contract or the agreement of the work.

25. EXTRA WORK

Any extra work not originally contemplated under this contract and not covered by unit or lump sum prices in the proposal shall be performed by the Contractor if ordered in writing by the ENGINEER. Such extra work shall be subject to payment under the contract with a subsidiary agreement or a change order fixing the prices and method of payment and of doing the work or shall be compensated

on the basis of reasonable cost of necessary labor and materials and an allowance of fifteen percent for overhead and profit as may be stipulated by the OWNER in the written authorization for the work.

A formal subsidiary agreement will be prepared for execution by the OWNER and Contractor in all cases of extra work involving major changes in or additions to the project. A change order in letter form addressed to the Contractor by the ENGINEER and containing approved endorsements of the OWNER and Contractor will be prepared in all cases of extra work involving major changes in or additions to the project. At the discretion of the OWNER, extra work may be ordered on a labor, materials, overhead and profit basis as set forth above.

In cases where extra work is ordered on a labor, materials, overhead and profit basis, the cost may include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rata charges for foreman, also social security, old age and unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security, old age and unemployment insurance. If deductions are ordered, the credits shall be the net costs. Among the items considered as overhead are included insurance other than mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens, and general office expense. Charges for equipment shall be based upon the latest rental rates published by the Associates Equipment Distributors, Chicago, Illinois.

The Contractor shall give the ENGINEER access to all accounts, bills, payrolls and vouchers relating to such extra work and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices unless a statement in writing of the actual cost of the same, fully itemized as to labor, materials and other allowable costs is presented to the ENGINEER before the fifteenth day of the month following that during which each specific order was complied with by him.

## 26. OTHER CONTRACTS

It is understood and agreed that the Contractor shall execute his work in such a manner and in such order as will not interfere with work in progress and will permit the OWNER to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on, or about the work herein described, with the least interference possible and with complete cooperation whenever it is desirable to prosecute said work, either simultaneously with the work under this contract or otherwise. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the OWNER on account of any work performed by the OWNER or other contractors that in any way affects the work under this contract, provided that such work of the OWNER and other contractors shall, in the opinion of the ENGINEER, be performed in a proper and expeditious or a necessary manner. The ENGINEER shall decide all questions between the Contractor hereunder, the other contractors, and the order of carrying on the work shall always be subject to their approval.

If, in the judgement of the ENGINEER, the joint occupation of the site of the work by the OWNER, or by two or more contractors working on different contracts at the same time actually impedes progress on the work herein described, then upon the recommendation of the ENGINEER, the OWNER may extend the time for the completion of the work by a length of time which accords with and compensates for the delay so caused. In case the Contractor by his own acts, or the acts of any person or persons in his employ, shall unnecessarily delay, in the opinion of the ENGINEER, the work of the OWNER or other contractors by not allowing them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in that case, pay all costs and expenses incurred by such parties due to any such delays, and he hereby authorizes the OWNER to deduct the amount of such cost and expenses from any monies due or to become due the Contractor under this contract. The ENGINEER, subject to the approval of the OWNER, shall decide the extent of such delay or delays, and the amount of such cost and expenses, and their decision shall be binding upon both parties to this contract. Nothing contained in this paragraph shall, however, relieve said Contractor from any liability or damage resulting to the OWNER on account of such delay or delays.



If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of this subsequent work, the Contractor shall measure work already in place and shall at once report to the ENGINEER any discrepancy between the executed work and the drawings.

27. SUSPENSION OF WORK

The OWNER shall have the right to suspend the whole or any part of the work to be done hereunder, when, in the opinion of the OWNER, the Contractor is not doing the work in accordance with the provisions of the contract and specifications.

28. REMEDIES

All claims, counterclaims, disputes and other matters in question between the OWNER and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

29. ABANDONMENT OF WORK

Should the Contractor abandon or in any manner fail to complete the said work, the OWNER is hereby authorized and empowered to pay any laborers for work done who may have been employed by said Contractor upon the work herein, and to pay any claims against the Contractor for material furnished, out of any funds that would otherwise be due or become due said Contractor under this contract, and in every such case the said OWNER is hereby authorized and empowered to ascertain through the ENGINEER, the amount or amounts so due or owing to such labor or laborers, or for material, from said Contractor, in such manner and upon such proof as the said ENGINEER may deem sufficient; and the amount or amounts so found by the ENGINEER to be due and payable be final and conclusive against the Contractor, and may therefore be paid by the OWNER to said labor or laborer, or to liquidate claims for materials furnished; and any estimate may be withheld from said Contractor until all such claims for labor or material on his contract have been satisfied.

30. FORFEITURE OF CONTRACT

The OWNER at any time during the continuance of the contract for the work herein provided for, and prior to the date of the acceptance of the work as hereinafter provided, shall have the right and power to declare the whole or any part of the same forfeited for the violation of any of the conditions, terms, requirements or limitations herein contained, if the performance of the contract is unnecessarily or unreasonably delayed, or if the Contractor is not progressing with the work as fast as is necessary to insure its completion within the time specified by this contract, or if the Contractor is showing bad faith in carrying out the contract, or if the work be not fully completed within the time fixed in this contract, for its completion, or within the time to which such completion may be extended as hereinafter provided, or further, if the Contractor shall fail or refuse to remedy or repair defective work or materials when so ordered as herein provided. If the OWNER shall declare the said contract forfeited, in whole or in any particular, such declaration of forfeiture shall in no way relieve or affect the liability of the Contractor and his sureties for breach of any of the covenants and conditions of said contract.

The OWNER will give written notice of the Contractor stating the effective date of the forfeiture. This notice will be delivered to the Contractor at least five (5) days before said effective date.

On such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the OWNER, become the OWNER's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

31. COMPLETION OF CONTRACT BY OWNER

If the work to be done hereunder shall be abandoned by the Contractor, or, if this contract shall be assigned or the work sublet by him, otherwise than as herein specified, or if at any time and for reasons hereinbefore specified, the OWNER declares the contract forfeited, the OWNER may notify the Contractor to discontinue all work or any part thereof, hereunder, or may notify the said Contractor to remedy or correct the condition or breaches enumerated by a written notice served upon the Contractor. In the event that the work is ordered discontinued as herein provided, or in case the said conditions or breaches are not remedied and corrected to the satisfaction of the OWNER within seven (7) days from the service of the said written notice, the OWNER will thereupon have the power to contract for the completion of the work, or such parts thereof, in the manner prescribed by law, or to employ such and so many persons as he may deem advisable, by contract or otherwise to work at and complete the work herein described or such parts thereof, and to use such machinery, materials, tools and appliances as may be found upon the site of the work, and to produce other materials, machinery, tools and appliances for the completion of the same, and to charge the expense so incurred to the Contractor. The expense so charged will be deducted and paid by the OWNER out of such monies as may be due or may at any time thereafter become due to the Contractor under and by virtue of this contract or any part thereof. In case such expense exceeds the amount due and payable or which would become due and payable under this contract, if completed by the Contractor, the amount of such excess shall be repaid to the OWNER and in case such expense shall be less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. When any particular part of the work is being carried on by the OWNER, by contract or otherwise, under the provisions of this clause of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as will in nowise hinder or interfere with the persons or workers employed, as above provided, by the OWNER, by contract or otherwise, to do any part of the work or to complete the same under the provisions of this article of the contract.

32. COMPLETION OF WORK DEFINED

The completion of the herein specified work is defined as that stated when the installations and the appurtenant equipment included under this contract have been completed and tested, and are together, ready for continuous permanent use and occupancy for the purpose intended. After this date, there may still remain some cleaning up or other minor work, which does not prevent the permanent use of the contracted work.

33. TIME FOR COMPLETION

Work on this contract shall be commenced within ten (10) days from the date a notice from the OWNER/ENGINEER is received to commence work.

The work shall be carried on with such force and in such manner and order and at such points that by the date stipulated in the proposal and contract, or as may be modified or extended as hereinafter provided, the whole work and its parts shall be performed in accordance with the terms of this contract.

It is mutually agreed and understood by and between the parties hereto that time is an essential part of this contract, and that, if the Contractor shall fail to complete the work or any part thereof within the time above fixed, the OWNER may retain as liquidated damages as a result of such delay, from monies that are or which may become due the said Contractor, such sum per day as specified in the contract for each and every day (Sundays and legal holidays excepted) the completion of the work be delayed beyond the time specified herein for such completion.

It is understood and agreed that by the signing of the foregoing contract the Contractor waives any legal defense he might have because of the omission of a bonus clause in the event of completion before the date agreed upon, the term "Liquidated Damages" governing absolutely.

It is agreed by and between the parties hereto that inasmuch as expenses and inconvenience and other damages will be sustained by the OWNER in the event that said Contractor fails to perform the work herein specified within the time herein set forth, such as inconvenience of the public, consulting and field engineering expenses, interest charges, wages, salaries of inspectors, delay caused to other work by failure to perform this contract, and other elements, some of which are indefinite and in some cases insusceptible of easy proof, the sum per day specified in the contract for each day's delay (Sundays and legal holidays excepted) shall be considered as liquidated damages and not as a penalty and shall become due said OWNER as full payment for all such expenses and damages sustained to fit by the failure of said Contractor to complete the work as herein specified.

34. DELAYS AND EXTENSION OF TIME FOR COMPLETION

- a. The OWNER shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the OWNER or ENGINEER, it is necessary or expedient for the OWNER to do so. If the Contractor is delayed in the completion of the work by such deferral or suspension or by strikes, lockouts, fire, delay of common carriers, unavoidable casualties, delays caused by other contractors, subcontractors or suppliers or for any other reason outside of the control of the OWNER, then for all such delays and suspensions, the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be determined by the ENGINEER. No such extension shall be made for any of such delays unless within ten days after the beginning of such delay, a written request for additional time is filed by the Contractor with the ENGINEER. In case of a continuing cause of delay, only one request shall be necessary.
- b. Nothing herein shall limit the Contractor's remedy for the OWNER's negligence, bad faith, active interference, tortious conduct or other reasons un contemplated by the parties that delay the Contractor's performance, to giving the Contractor an extension of time for performance under this contract. In such cases, the Contractor may claim as additional compensation only the amount of any additional out-of-pocket expenses actually incurred as a result of such action by the OWNER. No claim for such damages shall be given unless within ten days after the beginning of such delay, a written request for additional compensation shall be filed with the ENGINEER. In case of a continuing cause of delay, only one request shall be necessary. The Contractor shall provide the OWNER and the ENGINEER with such documentation as may be requested to verify the claim for reimbursement of actual additional out-of-pocket expenses.

35. PRICES

The OWNER will pay and the Contractor shall receive the prices stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all the materials and performing all the labor which may be required in the prosecution and completion of the work in the contract as described and specified, and as shown on the contract drawings, and also for all loss and damages arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen obstruction or difficulty encountered in the prosecution of work, and for all expense incurred by or in consequence of the suspension or discontinuance of the work as herein specified.

36. APPROVAL AND ACCEPTANCE OF WORK

Following the completion of this contract, as such completion is defined herein, and as soon thereafter as practicable, the OWNER will inspect the entire work on all parts and details or cause the same to be inspected, and if said work and all contract performances are found to be satisfactory and in accordance with the provisions and terms of the contract and specifications, the OWNER will certify the work as completed and will accept it, but conditional upon the subsequent remedying of defects which may become manifest within a period of one year following completion and as herein required. The certification of completion and the said acceptance of the work will be prerequisite to final payment hereunder.

Twenty-four (24) months after the date of the certificate of acceptance as hereinbefore set forth, and as soon thereafter as practicable, the OWNER shall make a review and reinspection of the work and performances of this contract, or cause the same to be made. If the said performances and work shall be found satisfactory and the work not to have deteriorated through defects of workmanship or materials, then the OWNER shall certify the release and payment of the two year Maintenance Bond herein elsewhere specified, if applicable, and such certification shall be prerequisite to the release of the sureties on the contract bonds. If, however, the review and reinspection as herein or any prior inspection discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the OWNER shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects of workmanship, material and guarantee, and shall rectify any non-compliance, and such repairs and fulfillment shall be a prerequisite to the release and payment of the two year Maintenance Bond, if applicable, and to the release of the surety of the contract bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects as notified and to the satisfaction of the OWNER, then the OWNER may and is empowered to proceed in the manner described in the event of abandonment or forfeiture of the work by the Contractor and completion by the OWNER and the payment of claims for material and labor and other expenses as provided in such procedures shall be a prerequisite to the termination of guarantee, to the release of guarantee retainer and to the release of the surety on the bond.

37. ESTIMATES AND PAYMENT - PARTIAL AND FINAL

The ENGINEER will, each month, make an approximate partial estimate, such as he shall believe to be just and fair, of the amount and value of the work done and the materials incorporated into the work during the previous calendar month, whenever said monthly work exceeds One Thousand Dollars (\$1,000.00) in value. More frequent estimates may, at the option of the OWNER, be made at any time during the progress of the work, and payment may at any time be withheld if the work is not proceeding in accordance with the contract.

All requests for payment shall be accompanied by certified payroll records provided by the Contractor to the ENGINEER. For contracts where the Specifications require record drawings, updated record drawings shall be submitted with each payment request. No payments will be authorized by the OWNER unless said certified payroll records and record drawings have been submitted.

Upon such estimate being made and certified by the ENGINEER and approved by the OWNER, the OWNER will pay to the Contractor ninety percent (90%) of the amount stated in such estimate or certificate to be the value of the work therein certified to have been done, except that when the total contract price exceeds One Hundred Thousand Dollars (\$100,000.00), then the OWNER will pay to the Contractor ninety eight percent (98%) of the amount stated on said estimate or certificate. In lieu of the two percent (2%) cash retainage on contracts exceeding \$100,000.00, the Contractor may agree to deposit negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to two percent (2%) of said estimate or certificate, provided they are delivered directly to and approved by the OWNER. The value of a bond or note shall mean par value or current market value, whichever is lower. The OWNER may at all times

reserve and retain out of any or all of said partial payments, all such sums as it is or may be authorized to reserve or retain.

The making of any such estimates or payment thereon shall not be taken or construed as an approval or acceptance by the OWNER of any work so estimated. Allowances will be made for all materials placed along or upon the site, or stored at secured locations, which are suitable for use in the execution of the contract, if the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment. The total of all the partial payments shall not exceed ninety percent (90%) of the cost of the materials. The cost of such materials shall be verified by vouchers from the materials' suppliers.

Following the completion of the work and the acceptance thereof as previously defined, the Contractor shall file with the OWNER his Contractor's Certificate duly executed. As soon after as practicable, the ENGINEER will make a final estimate of the amount of work done by the Contractor and of the value thereof. Upon such estimate being made and certified by the ENGINEER and approved by the OWNER, the OWNER will return to the Contractor any bonds or notes deposited and any interest accruing on such bonds or notes, and will pay the Contractor the full value of the work done under this contract. Any interest accruing on cash payments withheld shall be credited to the OWNER.

38. LIENS

The final payment shall not become due until the Contractor, if required, shall deliver to the OWNER a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a bond satisfactory to the OWNER to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the OWNER all monies that the later may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

39. CONTRACTOR'S CLAIM FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the OWNER, or its agents, he shall, within seven (7) days after the sustaining of such damage, make a written statement to the ENGINEER of the nature of the damage sustained. On or before the fifteenth day of the month subsequent to that in which any such damage shall have been sustained, the Contractor shall file with the ENGINEER an itemized statement of the details and the amount of such damage, and unless such statement is 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.

40. NO WAIVER OF CONTRACT

Neither an extension of time for any reason beyond the date fixed herein for the completion of the contract, nor the delivery and acceptance of any articles or materials, nor any payment for, nor acceptance of the whole or any part of the work by the ENGINEER, nor any possession taken by the OWNER, or its employees or agents, shall be deemed to be a waiver by the OWNER of the right to abrogate this contract for abandonment or delay or non-performance in the manner herein provided, nor shall it operate to void or annul any of the terms of this contract.

41. NO ESTOPPEL

Neither the OWNER nor any department or officer thereof, shall be precluded or estopped by any return or certificate made or given to the OWNER, the ENGINEER, or other officer, agent or appointee to the OWNER under any provision of this agreement, from any time before the completion and acceptance of the work, and payment therefore, or before the payment of the guarantee retainer, pursuant to any such return or certificate showing the true and correct amount and character of the work done and

materials furnished by the Contractor or any other person under this agreement, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications and contract drawings, and the OWNER shall not be precluded or estopped, notwithstanding any such return or certificate any payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications and contract drawings.

42. SUBLETTING

The Contractor must perform, construct or install not less than 50% of each contract with his own forces and equipment. Only special items approved by the ENGINEER may be sublet.

The Contractor shall not sublet any part of the work included in this contract without the previous approval of the ENGINEER. In making application for subletting any portion of the work, the Contractor shall state in writing, the portion of the work which each subcontractor is to do or the material which he is to furnish, his place of business, and such other information as 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. Subletting, if permitted, shall not relieve the Contractor of any of his obligations under this contract. The Contractor shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the OWNER may exercise over the Contractor under any provisions of the Contract Documents.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the OWNER.

Within five days after the Contractor receives payment for work performed under this contract, he shall pay each subcontractor for the amount allowed the Contractor for and on account of work performed by the subcontractor to the extent of the subcontractor's interest therein.

43. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, the General Conditions, the Drawings and Specifications as far as applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the OWNER or ENGINEER.

This does not apply to minor subcontracts.

The subcontractor agrees:

- a. To be bound to the Contractor by the terms of the Agreement, General Conditions, Drawings and Specifications, and to assume toward him the obligations and responsibilities that he, by those documents, assumes toward the OWNER.
- b. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.
- c. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the OWNER, except that the time for making claims for extra cost is one week.

The Contractor agrees:

- a. To be bound to the subcontractor by all the obligations that the OWNER assumes to the Contractor under the Agreement, General Conditions, Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the OWNER.
- b. To pay the subcontractor, upon the payment of certificates, if issued under the schedule of values described herein, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- c. To pay the subcontractor, upon the payment of certificates, if issued otherwise than in "b" so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.
- d. To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.
- e. To pay the subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should be issued, even though the ENGINEER fails to issue it for any cause not the fault of the subcontractor.
- f. To pay the subcontractor a just share of any fire insurance money received by him, the Contractor.
- g. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- h. That no claim for services rendered or materials furnished by the Contractor or to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- i. To give the subcontractor an opportunity to be present and to submit evidence in any arbitration or court action involving his rights.
- j. If arbitration is used, name as arbitrator under arbitration proceedings as provided in the General Conditions, the person nominated by the subcontractor, if the sole cause of dispute is the work, materials, rights or responsibilities of the subcontractor; or if of the subcontractor and other subcontractors jointly, to name as such arbitrator the person upon whom they agree.
- k. In the matter of arbitration or court action, their rights and obligations and all procedures shall be analogous to those set forth in this contract.

Nothing in this paragraph shall create any obligation on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

#### 44. WAGE RATES

This contract is subject to the New Jersey State Department of Labor and Industry prevailing wage rates. Prevailing minimum wage rates are appended to this contract. BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO ARE ON THE "DEBARRED LIST OF THE NEW JERSEY DEPARTMENT OF LABOR AND INDUSTRY."

The wage rates shall be made a part of the contract for performance of the described work. Contractors and subcontractors performing the described work shall post the prevailing wage rates for each craft and classification involved as herein determined in a prominent and easily accessible place at the site of the work or at such place or places as are used to pay workers their wages.

Applicable rates are those in effect at that date on which a contract is awarded, and must be kept current as indicated. The wage rates are conclusive for a period of two (2) years from date of issuance unless superseded within said two (2) year period by a later determination.

Employers not paying the itemized employees benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each pay day.

NOTE: Each clause of these specifications is to be followed wherever it may apply throughout the work irrespective of the section or subdivision of the specifications in which the clause may appear.

45. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:53-1 et seq., N.J.A.C. 17:27

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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, 1, 2 and 3, 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:



- (1) 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 (2) 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.
- (2) 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 (1) 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:
  - (a) 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;
  - (b) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (c) 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;
  - (d) 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;
  - (e) 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 so 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.**;
  - (f) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (1) 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 (3) below.

(2) 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.

(3) 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.

(g) 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.

(3) The contractor or subcontractor agrees that nothing contained in (2) 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 (2) 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 (2) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

(4) 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.

- (5) 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 10 of the Administrative Code at N.J.A.C. 17:27.**



SECTION G  
GENERAL SPECIFICATIONS

INDEX

<u>SECTION NO.</u>	<u>TITLE</u>
01050	Construction Layout
01060	Regulatory Requirements and Applicable Standards
01150	Measurement and Payment
01210	Project Meetings
01310	Construction Schedules
01340	Shop Drawings, Product Data and Samples
01380	Pre Construction Video
01510	Environmental Protection
01530	Barriers
01545	Protection of Existing Utilities
01640	Substitutions
01700	Contract Closeout
01710	Cleaning and Restorations
01730	Subsurface Investigation



## SECTION 01050

### CONSTRUCTION LAYOUT

#### 1.1 GENERAL

- A. Construction Layout consists of establishing the line, grade, and location for work to be performed under this contract.
- B. Existing basic horizontal and vertical control points for the project are those designated on the drawings.

#### 1.2 QUALIFICATIONS

New Jersey Licensed Land Surveyor shall be employed by Contractor to perform all Construction Layout.

#### 1.3 OWNER'S ENGINEER/SURVEYOR RESPONSIBILITIES

- A. Provide location and elevation of basic vertical control points for use by Contractor's Surveyor for performing Construction Layout.
- B. Provide basic horizontal control points for use by Contractor's Surveyor for performing Construction Layout.

#### 1.4 CONTRACTOR'S SURVEYOR RESPONSIBILITIES

- A. Establish lines and levels, locate and layout, by instrumentation and similar appropriate means, all work under this contract.
- B. Check all established lines and levels, locations and layout for all work under this contract both before and during construction.
- C. Present copies of cut sheets prepared during course of work to the ENGINEER's representative on the job for his use in inspection of the work.
- D. Locate and protect control points provided by the ENGINEER prior to starting work, and preserve all permanent control points during construction.
  - 1. Make no changes or relocations without prior written notice to ENGINEER, and the ENGINEER's approval.
  - 2. Report to ENGINEER when any control point is lost or disturbed.

3. Points lost, damaged, displaced or removed through fault of the Contractor which are still required for completion of work, as determined by ENGINEER, shall be replaced by Contractor's Surveyor at no additional cost to OWNER.

#### 1.5 SUBMITTALS

- A. Submit name and address of Surveyor to ENGINEER.
- B. On request of ENGINEER, submit documentation to verify accuracy of Construction Layout.
- C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

#### 1.6 PAYMENT

No separate cost shall be allowed for Construction Layout. All costs incurred by Contractor for Construction Layout shall be reflected in the overall contract price.

END OF SECTION



## SECTION 01060

### REGULATORY REQUIREMENTS AND APPLICABLE STANDARDS

#### 1.1 DESCRIPTION

##### A. Work included:

1. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
2. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.
3. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the ENGINEER, to deliver to the ENGINEER all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the ENGINEER, and generally will be required to be copies of a certified report of test conducted by a testing agency approved for that purpose by the ENGINEER.

##### B. Related work described elsewhere: Specific naming of codes or standards occurs on the drawings and in other section of these Specifications.

#### 1.2 QUALITY ASSURANCE

- A. Familiarity with pertinent codes and standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.
- B. Rejection of noncomplying items: The ENGINEER reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements. The ENGINEER further reserves the right, and without prejudice to other recourse the ENGINEER may take, to accept

noncomplying items subject to an adjustment in the Contract amount as approved by the ENGINEER and to the OWNER.

C. Applicable standards listed in these specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. AASHTO = American Association of State Highway and Transportation Officials  
341 National Press Building  
Washington, D.C. 20004
2. ACI = American Concrete Institute  
Box 19150, Redford Station  
Detroit, Michigan 48129
3. ANSI = American National Standards Institute  
(successor to USASI and ASI)  
1430 Broadway  
New York, NY 10018
4. ASTM = American Society for Testing & Materials  
1916 Race Street  
Philadelphia, PA 19103
5. AWWA = American Water Works Association, Inc.  
6666 West Quincy Avenue  
Denver, Colorado 80235
6. NEC = National Electrical Code (See NFPA)
7. NEMA = National Electrical Manufacturers Association  
155 East 44th Street  
New York, NY 10017
8. UL = Underwriters' Laboratories, Inc.  
207 East Ohio Street  
Chicago, Il 60611
9. NSPC = National Standard Plumbing Code  
1016 20th St., N.W.  
Washington, D.C. 20036
10. NFPA = National Fire Protection Association  
60 Batterymarch Street

Boston, MA 02110

- 11. BOCA = The BOCA Basic Building Code  
Building Officials & Code Administrators  
International, Inc.  
17926 S. Halstead Street  
Homewood, IL 60430
- 12. NJDOT = Standard Specifications for Road and  
Bridge Construction  
New Jersey Department of Transportation  
Trenton, NJ 08625

END OF SECTION



## SECTION 01150

### MEASUREMENTS AND PAYMENTS

#### PART 1 GENERAL

##### 1.1 DESCRIPTION

- A. Payment for materials furnished and work done under this contract will be made as hereinafter stipulated for the amount of materials furnished and Work performed under authorization of Owner, or his authorized representatives, and in accordance with their measurements. Contractor shall not be entitled to receive additional compensation for any Work or materials except as shall be authorized by written order of the Owner.

##### 1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections, if any, are intended to complement the criteria of this section.
- B. The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

##### 1.3 MEASUREMENT AND QUANTITIES

- A. Stipulated Lump Sum or Unit Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

##### 1.4 PAYMENT

- A. Payment includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services and all incidental work; erection, application or installation of any item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- C. Work items shall all other items incidental thereto in accordance with the Plans and Specifications
- D. All excavation shall be unclassified.

##### 1.5 DEFECT ASSESSMENT

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

##### 1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.

2. Products determined as unacceptable before or after placement.
3. Products placed beyond the lines and levels of the required Work.
4. Products remaining on hand after completion of the Work.
5. Loading, hauling, and disposing of rejected Products.

1.7 WORK ITEMS

- A. The following items, classifying the various kinds of Work, refer to respective items bid in the "Proposal".

**Item 1: Variable Depth Milling, Minimum 2" Thick** - Payment for this item will be made at the unit price bid per square yard designated in "Form of Proposal". Payment will be made for the actual number of square yards measured from curb to curb and within the limits of the roadways. Square Yard price bid shall include: preparation of the existing roadway including excavation; removal and legal disposal of the existing paving; sweeping and removal of all dirt and debris; saw cutting of any concrete overpour; grading; adjustment of existing utilities including valve boxes, etc.; proof rolling; milling existing roadway; removal of paving around utility boxes as required; protection of all adjacent structures including curb, sidewalk, lights and signs; maintenance and protection of traffic; dust control and all other appurtenant labor, work, supervision, tools, equipment, materials and all other items incidental thereto.

**Item 2: Roadway Excavation (Unclassified)**, - Payment for this item will be made at the unit price bid per cubic yard designated in "Form of Proposal". Payment will be made for the actual number of cubic yards measured from curb to curb and within the limits of the roadways. Cubic Yard price bid shall include: preparation of the existing roadway including excavation; removal and legal disposal of the existing paving; sweeping and removal of all dirt and debris; saw cutting of any concrete overpour; grading; adjustment of existing utilities including manholes, valve boxes, etc.; proof rolling; milling existing roadway; removal of paving around utility boxes as required; protection of all adjacent structures including curb, sidewalk, lights and signs; maintenance and protection of traffic, dust control .and all other appurtenant labor, work, supervision, tools, equipment, materials and all other items incidental thereto.

**Items 3: HMA 9.5M64 Surface Course, 2" Thick** - Payment for this item will be made for the quantity of asphalt accepted and complete in place at the per square yard price bid in the "Form of Proposal". Price shall include the costs of the pavement complete, tack coat, asphalt sealing of edge abutments, resetting valve boxes, maintenance and protection of traffic, all restorations, and materials, labor, equipment, supervision, tools, traffic control; flagmen, and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specifications Sections 02722.

**Item 4: HMA 19M64 Base Course, 4" Thick**- Payment for this item will be made for the quantity of asphalt accepted and complete in place at the per square yard price bid in the "Form of Proposal". Price shall include the costs of the pavement complete, tack coat, asphalt sealing of edge abutments, resetting valve boxes, maintenance and protection of

traffic, all restorations, and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specifications Sections 02722.

**Item 5: DGA, 6" Thick** - Payment for this item will be made for the quantity of DGA accepted and complete in place at the per square yard price bid in the "Form of Proposal". Price shall include the cost of placement, grading, compacting, maintenance and protection of traffic, all restorations, and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specifications Sections 02721.

**Item 6: HMA 19M64 Base Course (If and Where Directed)** - Payment for this item will be made for the quantity of asphalt accepted and complete in place at the per cubic yard price bid in the "Form of Proposal". Item is to be used to complete base repairs as directed by the Engineer. Price shall include the costs of the pavement complete, tack coat, asphalt sealing of edge abutments, resetting valve boxes, maintenance and protection of traffic, all restorations, and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specifications Sections 02722.

**Items 7: Vertical Concrete Curb** - Payment for this item will be made at the per linear foot price bid in the "Form of Proposal". Price shall include saw-cutting, cost of pavement and subgrade excavation, excavation of existing structures, disposal of excavated materials, subgrade preparation, concrete, backfill with flowable fill, joints, finishing and curing, maintenance and protection of traffic, all restorations (including fertilizer, mulch, seeding, and topsoil); and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specification Section 02755.

**Item 8: Concrete Gutter** - Payment for this item will be made at the per linear foot price bid in the "Form of Proposal". Price shall include saw-cutting, cost of pavement and subgrade excavation, excavation of existing structures, disposal of excavated materials, subgrade preparation, concrete, backfill with flowable fill, joints, finishing and curing, maintenance and protection of traffic, all restorations; and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specification Section 02755.

**Item 9: Rolled Concrete Curb** - Payment for this item will be made at the per linear foot price bid in the "Form of Proposal". Price shall include saw-cutting, cost of pavement and subgrade excavation, excavation of existing structures, disposal of excavated materials, subgrade preparation, concrete, backfill, joints, flowable fill roadway restoration, finishing and curing, all restorations; and materials, labor, equipment, supervision, tools, traffic control; flagmen, and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specification Section 02755.

**Item 10: Concrete Swale** - Payment for this item will be made at the per square yard price bid in the "Form of Proposal". Price shall include removal and disposal of existing asphalt roadway, subgrade preparation, 4" DGA, concrete, backfill, joints, finishing and curing, maintenance and protection of traffic, all restorations; and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be

performed as depicted on the Contract Drawings and specified in Specifications Sections 02753 and 02755.

**Item 11: Concrete Sidewalk, 4" Thick** - Payment for this item will be made at the per square yard price bid in the "Form of Proposal". Price shall include saw-cutting, removal and disposal of existing concrete, subgrade preparation, 4" DGA, concrete, backfill, joints, finishing and curing, maintenance and protection of traffic, all restorations; and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specifications Sections 02753.

**Item 12: Detectable Warning Surface** - Payment for this item will be made at the per square foot price bid in the "Form of Proposal". Price shall include the cast in place detectable warning surface, maintenance and protection of traffic and all materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the installation. Work shall be performed as depicted on the Contract Drawings and specified in Specifications Sections 02783.

**Item 13: Replace "B" Inlet Casting with New "ECO" Head (Includes All Restoration)** - Payment for this item will be made at the per unit price bid in the "Form of Proposal". Unit price shall include maintenance and protection of traffic; construction stakeout; saw cutting, removal, and legal disposal of existing inlet casting; test pits; furnishing and installation of the new castings and head, including structure, joint materials, brick and mortar and appurtenances; protection of existing utilities; unclassified excavation; sheeting and shoring; dewatering; backfilling around the entire structure; compaction; removal and legal disposal of all excess material; restoration of all disturbed areas; temporary paving; dust control; shop drawings; cleanup; and all appurtenant labor, work, supervision, tools, equipment, materials and all other items incidental thereto. As shown on plans or as specified.

**Item 14: Reset Manhole Casting** - Payment for this item will be made for the quantity of manholes reset to proposed grades as shown on the plans and complete in place at the per unit price bid in the "Form of Proposal". Price shall include the costs of the pavement excavation, resetting manhole frames with new brick and block, mortar, maintenance and protection of traffic, all restorations, and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Riser rings will not be accepted. Work shall be performed as depicted on the Contract Drawings and specified in Specifications.

**Items 15, 16, 17, 18 and 19: Thermoplastic Line Striping**- Payment for Installation of New Hot Thermoplastic Pavement Markings will be made at the per linear foot price bid in the "Form of Proposal". **This item will apply to all stop bars and pavement markings within the project limits.** Payment will be made for the complete eradication of the existing and installation of new markings in accordance with NJDOT standards, as authorized by the Township. Unit Price bid shall include: mobilization; coordination with the Township, maintenance and protection of vehicular and pedestrian traffic; eradication of all remaining markings; preparation of the existing roadway including sweeping and removal of all dirt, debris and other deleterious materials; layout, furnishing and installation of all material in accordance with NJDOT specifications; repair of all damaged areas; cleanup, and all appurtenant labor, work, supervision, tools, equipment, materials, and all other items incidental thereto.

**Items 20: HMA 9.5M64 Surface Course (If and Where Directed)**- Payment for this item will be made for the quantity of asphalt accepted and complete in place at the per ton price



bid in the "Form of Proposal". The item is to be used for leveling as required in the field and directed by the Engineer. The Contractor shall provide separate asphalt tickets for the area receiving leveling course. Price shall include the costs of the pavement complete, tack coat, asphalt sealing of edge abutments, resetting valve boxes, maintenance and protection of traffic, all restorations, and materials, labor, equipment, supervision, tools, traffic control; flagmen, and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Drawings and specified in Specifications Sections 02722.

**Item 21: Allowance for Asphalt Price Adjustment for Hot Mix Asphalt, If Needed-** Price for this work will be made based on NJDOT Fuel and Asphalt Price Adjustment Spreadsheet and Asphalt Cement Price Index as published monthly by NJDOT and as stipulated in the General and Supplementary Conditions. Payment will be made on the calculated amount. Contractor shall provide calculations at payment request. Payment for this work will be made on a monthly basis for price adjustments for asphalt as shown in NJDOT Specifications Section 160, Price Adjustments less retainage as stipulated in the General and Supplementary Conditions. The bid item has been included for asphalt rising prices as per NJDOT for any quantity of hot mix asphalt exceeding 1,000 tons of asphalt. The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as revised by the "Standard Inputs" periodically issued by the department. All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's Asphalt Price Index and the Basic Asphalt Price Index. In accordance with NJDOT specifications the current design quantity of asphalt has been shown on the bid form. The amount will be adjusted at the time of payment request. Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index. All adjustments shall be in accordance with N.J.S.A. 40A:11-16.

**Item 22: Allowance for Fuel Price Adjustment for Hot Mix Asphalt, If needed-** Price for this work will be made based on NJDOT Fuel and Asphalt Price Adjustment Spreadsheet and Fuel Price Index as published monthly by NJDOT and as stipulated in the General and Supplementary Conditions. Payment will be made on the calculated amount. Contractor shall provide calculations at payment request. Payment for this work will be made on a monthly basis for price adjustments for asphalt as shown in NJDOT Specifications Section 160, Price Adjustments less retainage as stipulated in the General and Supplementary Conditions. The fuel price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as revised by the "Standard Inputs" periodically issued by the department. All invoices for payment shall be accompanied by the calculation of any fuel price adjustment and a showing of the current month's Fuel Price Index and the Basic Fuel Price Index. In accordance with NJDOT specifications the current design quantity of asphalt has been shown on the bid form. The amount will be adjusted at the time of payment request. Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index. All adjustments shall be in accordance with N.J.S.A. 40A:11-16.

**Item 23: Asphalt Core and Plant Testing** – Payment for this item will be made at the lump sum price bid designated in "Form of Proposal". Price shall include the costs of mobilization and demobilization, cutting, transporting, testing, and reporting for the core samples in accordance with NJDOT Supplemental Specifications for State Aid Projects,

inspection and reporting at the asphalt plant during production in accordance with NJDOT Standards, sweeping and removal of all dirt and debris, pavement restoration, protection of all adjacent structures, all restorations, maintenance and protection of traffic, and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work.

- B. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.
- C. Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. Actual quantities provided will determine payment.
- D. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- E. Payment for work which is not specifically covered by a pay item in the Contract but is required to complete work in an item for which payment is to be made, will be considered to be included in the price bid for that pay item in the Contract. The cost of work which is not specifically covered by a pay item and is not directly related to any of the pay items in the Contract will be considered to be included in the prices bid for the various pay items scheduled in the Contract.
- F. Defect Assessment: The Work, or portions of the Work, not conforming to specified requirements, shall be replaced. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

## SECTION 01210

### PROJECT MEETINGS

#### 1.1 DESCRIPTION

- A. Contractor shall attend preconstruction meeting, periodic progress meetings, and special meetings called throughout the progress of the work.
- B. Representatives of Contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. ENGINEER may attend meetings to ascertain that work is expedited consistent with Contract Documents and the construction schedules.

#### 1.2 PRECONSTRUCTION MEETING

- A. Will be scheduled by the ENGINEER within fifteen (15) days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties.
- C. Attendance:
  - 1. OWNER'S Representative
  - 2. ENGINEER and his professional consultants
  - 3. Resident Project Representative
  - 4. Contractor's Superintendent
  - 5. Major Subcontractors
  - 6. Major Suppliers
  - 7. Other as appropriate.
- D. Suggested agenda:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors and suppliers.

- b. Projected construction schedules.
    2. Critical work sequencing.
    3. Major equipment deliveries and priorities.
    4. Project coordination.
    5. Procedures and processing of:
      - a. Field decisions
      - b. Proposal requests
      - c. Submittals
      - d. Change orders
      - e. Applications for payment, including vouchers and current cost estimates.
    6. Adequacy of distribution of Contract Documents.
    7. Procedures for maintaining Record Documents.
    8. Use of premises:
      - a. Office, work and storage areas
      - b. OWNER'S requirements.
    9. Construction facilities, controls and construction aids.
    10. Temporary utilities.
    11. Safety and first-aid procedures.
    12. Security procedures.
    13. Housekeeping procedures.
- 1.3 **PROGRESS MEETINGS**
- A. Will be scheduled on a regular periodic basis, as required, by the ENGINEER.

- B. Additional meetings will be held as required by progress of the work.
- C. Location of the meetings: The project field office of the Contractor.
- D. Attendance:
  - 1. ENGINEER, and his professional consultants as needed.
  - 2. Subcontractors as appropriate to the agenda.
  - 3. Suppliers as appropriate to the agenda.
  - 4. Others.
- E. Suggested agenda:
  - 1. Review, approval of minutes of previous meetings.
  - 2. Review of work progress since previous meeting.
  - 3. Field observations, problems, conflicts, recommendations.
  - 4. Problems which impede Construction Schedule.
  - 5. Review of off-site fabrication, delivery schedules.
  - 6. Corrective measures and procedures to regain projected schedule.
  - 7. Revisions to Construction Schedule.
  - 8. Plan progress, schedule, during succeeding work period.
  - 9. Coordination of schedules.
  - 10. Review submittal schedules, expedite as required.
  - 11. Maintenance of quality standards.
  - 12. Review proposed changes for:
    - a. Effect on Construction Schedule and on completion date.
    - b. Effect on other contracts of the Project.

END OF SECTION



## SECTION 01310

### CONSTRUCTION SCHEDULES

#### 1.1 GENERAL

- A. Promptly after award of the contract, the Contractor shall prepare and submit to the ENGINEER estimated construction progress schedules for the work, with subschedules of related activities which are essential to its progress.
- B. Submit revised progress schedules periodically.
- C. Related requirements in other parts of the Contract Documents:  
See the General Conditions.

#### 1.2 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
  - 1. Provide separate horizontal bar for each trade or operation.
  - 2. Horizontal time scale: Identify the first workday of each week.
  - 3. Scale and spacing: To allow space for notation and future revisions.
  - 4. Minimum sheet size: 18-inch by 24-inch.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Identification of listings: By major specification section numbers.

#### 1.3 CONTENT OF SCHEDULES

- A. Construction progress schedule:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning, and completion of each element of construction.
  - 3. Show projected percentage of completion for each item, as of the first day of each month.

B. Provide subschedules to define critical portions of prime schedules.

#### 1.4 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

#### 1.5 SUBMISSIONS

A. Submit initial schedules within five (5) days after Notice to Proceed.

1. ENGINEER will review schedules and return review copy within ten (10) days after receipt.
2. If required, resubmit within seven (7) days after return of review copy.

B. Submit revised progress schedules with each application for payment.

C. Submit one (1) reproducible transparency and one (1) opaque reproduction.

#### 1.6 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Job site file.



2. Subcontractors.
  3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projection shown in the schedules.

END OF SECTION



## SECTION 01340

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### 1.1 GENERAL

- A. Submit to ENGINEER shop drawings, product data and samples required by the Specifications sections.
- B. Related Requirements in other parts of the Contract Documents:  
Quality of Articles, Materials and Equipment: General Conditions.
- C. Schedule submission for shop drawings, product data and samples at least fourteen (14) working days before dates reviewed submittals will be needed.

#### 1.2 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, subcontractor, supplier or distributor, which illustrate some portion of the work; showing fabrication, layout, setting or erection details.
- B. Present drawings in a clear and thorough manner:  
Details shall be identified by reference to sheet and detail or schedule numbers shown on Contract Drawings.
- C. Minimum sheet size: 8 1/2-inches by 11-inches.

#### 1.3 PRODUCT DATA

- A. Preparation:
  - 1. Clearly mark each copy to identify pertinent products or models.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimension and clearances required.
  - 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
  - 1. Modify drawings and diagrams to delete information not applicable

to the work.

2. Supplement standard information to provide information specifically applicable to the work.
- C. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data:
1. Clearly mark each copy to identify pertinent materials, products or models.
  2. Show dimensions and clearances required.

#### 1.4 SAMPLES

- A. Office samples: Of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material with integrally related parts and attachment devices.
  2. Full range of color, texture, and pattern.
  3. After review, samples will be retained by ENGINEER. Upon completion of the work, Contractor may submit written request for return of samples.

#### 1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission.
- B. Determine and verify:
1. Field measurements.
  2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the work and of the Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by ENGINEER's review of submittals.

- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by ENGINEER'S review of submittals, unless ENGINEER gives written acceptance of specific deviations.
- F. Notify ENGINEER, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no fabrication or work which requires submittals until return of submittals with ENGINEER'S stamp and initials or signature indicating review and approval.

1.6 SUBMISSION REQUIREMENTS

- A. Make submittals so as to cause no delay in the work or in the work of any other Contractor.
- B. Number of submittals required:  
  
Shop drawings: Submit a minimum of six (6) legible reproductions of all complete and detail drawings to the ENGINEER for approval.
- C. Accompany submittals with transmittal letter, in duplicate containing:
  - 1. Date of submission and dates of any previous submissions.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. The number of each shop drawing, product data and sample submitted.
  - 5. Notification of deviations from Contract Documents.
  - 6. Other pertinent data.
- D. Submittals shall include:
  - 1. Date and revision date.
  - 2. Project title and number.
  - 3. The names of:

- a. ENGINEER.
  - b. Contractor.
  - c. Subcontractor.
  - d. Supplier.
  - e. Manufacturer.
  - f. Separate details when pertinent.
4. Identification of product or materials.
  5. Field dimensions, clearly identified as such.
  6. Specification section number.
  7. Relation to adjacent or critical features of the work or materials.
  8. Applicable standards, such as ASTM or Federal Specification numbers.
  9. Identification of deviations from Contract Documents.
  10. Identification of revisions on resubmittals.
  11. An 8-inch by 3-inch blank space for Contractor and ENGINEER stamps.
  12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

## 1.7 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the ENGINEER and resubmit until approved.
- B. Shop drawings and product data:
  1. Revise initial drawings or data, and resubmit as specified for the initial submittal.

2. Indicate any changes which have been made other than those requested by the ENGINEER.

C. Samples: Submit new samples as required for initial submittals.

#### 1.8 DISTRIBUTION

A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the ENGINEER stamp of approval to:

1. Subcontractors.
2. Supplier.
3. Contractor's file.

#### 1.9 ENGINEER DUTIES

A. Review submittals with reasonable promptness.

B. Review for:

1. Design concept of project.
2. Information given in Contract Documents.

C. Review of separate item does not constitute review of an assembly in which item functions.

D. Affix stamp and initials or signature certifying to review of submittal.

E. Return submittals to Contractor for distribution or resubmission.

END OF SECTION





## SECTION 01380

### PRECONSTRUCTION VIDEO

#### 1.1 DESCRIPTION

- A. Employ a competent photographer to take a preconstruction video of the project site and adjacent areas prior to construction, but following completion of the utility markouts.

#### 1.2 MATERIALS

Videos:

1. DVD format.
2. Identification:
  - a. Date and time of video.
  - b. Name & address of photographer.

#### 1.3 METHODS OF WORK

- A. Photography required:
  1. Provide two (2) copies of a video that depict existing conditions prior to construction, but following the completion of the utility markouts.
  2. Provide photographs weekly and at the end of the project after restoration.
  3. Provide two (2) copies of the video within fourteen (14) calendar days after it is taken.
  4. Views required:
    - a. Detailed coverage of existing conditions.
    - b. Video shall particularly address driveways, mailboxes, trees, shrubs, landscaping, existing pavement conditions, and

existing structures including curbs, sidewalks, inlets, headwalls, manholes, utility poles, signs.

- c. Close-ups of any structures or features within the right-of-way and to a point not less than 20-feet beyond the right-of-way.

B. Technique:

- 1. Factual presentation. Provide continuous narrative of view including direction, location and description of viewing area.
- 2. Correct exposure and focus:
  - a. High resolution and sharpness.
  - b. Maximum depth of field.
  - c. Minimum distortion.

C. Delivery:

Deliver two (2) copies of the video to the ENGINEER.

1.4 PAYMENT

- A. Include all costs for video in the overall contract price.
- B. Parties requiring additional videos will pay photographer directly.

END OF SECTION

## SECTION 01510

### ENVIRONMENTAL PROTECTION

#### 1.1 GENERAL

The work covered by this Section consists of furnishing all labor, materials, and equipment, and performing of all work required for the prevention of environmental pollution during, and as the result of, construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, or affect other species of importance to man. The control of environmental pollution requires consideration of air, water and land.

#### 1.2 APPLICABLE REGULATIONS

The Contractor and his subcontractors, in the performance of this Contract, shall comply with all applicable federal, state, and local laws and regulations concerning environmental pollution control and abatement in effect on the date of this solicitation, including, but not limited to the conditions set forth in the Stream Encroachment Permit, Wetlands Permit and Soil Erosion Control Permit, as applicable, as well as the specific requirements stated elsewhere in this Specification.

#### 1.3 NOTIFICATION

The ENGINEER will notify the Contractor of any noncompliance with the foregoing provisions and the corrective action to be taken. The Contractor shall, after receipt of such notice, take corrective action immediately. If the Contractor fails or refuses to comply promptly, the ENGINEER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

#### 1.4 SUBCONTRACTORS

Compliance with the provisions of this Section by subcontractors will be the responsibility of the Contractor.

#### 1.5 PROTECTION OF WATER RESOURCES

The Contractor shall not pollute streams, lakes, or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes, or other harmful materials.

All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

## 1.6 EROSION AND SEDIMENTATION CONTROL

When required by the local Soil Conservation District, documents for Soil Erosion and Sediment Control shall be included with the plans for this project. Preparation of these documents for review and approval by the Soils Conservation office shall be the responsibility of the Owner's Engineer. The Contractor shall comply with the requirements of the Soil Erosion and Sediment Control Plan, which shall include but not be limited to the following:

- 6.1 All erosion and sediment control measures are to be installed prior to or as the first step in excavation.
- 6.2 Runoff from all temporary earth berms, diversions and sediment dams is to be contained. Straw or hay mulch is recommended. The same applies to all soil stockpiles.
- 6.3 All erosion and sedimentation measures shall be maintained and/or modified as approved by the ENGINEER during construction to fulfill the intent of this specification.
- 6.4 All engineering sediment control measures are to remain in place until permission of their removal has been obtained from the ENGINEER.

## 1.7 DUST CONTROL

The Contractor shall maintain all work areas free from dust that would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, or similar methods, will be permitted to control dust. Sprinkling, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs.

## 1.8 PROTECTION OF LAND RESOURCES

It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition or be restored to a condition after completion of construction that will not detract from the appearance of the project. Insofar as possible, the

Contractor shall confine his construction activities to areas defined by the Plans and Specifications or to be cleared for other operations.

## 1.9 PAYMENT

Unless otherwise indicated in the Proposal Section of these Specifications, costs incurred by the Contractor for items of ENVIRONMENTAL PROTECTION shall be reflected in the overall contract price.

END OF SECTION



## SECTION 01530

### BARRIERS

#### PART 1 GENERAL

##### 1.1 DESCRIPTION

- A. Furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of work.
- B. Related requirements specified in other sections:
  - 1. Traffic Control and Signage: Section 02845

##### 1.2 REQUIREMENTS OF REGULATORY AGENCIES

Comply with Federal, State and local codes and regulations.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

General: Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

##### 2.2 FENCING

Fencing shall not be used.

##### 2.3 BARRIERS

Materials to Contractor's option, as appropriate to serve the required purpose.

#### PART 3 EXECUTION

##### 3.01 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

### 3.2 FENCES

- A. Fencing shall not be used.

### 3.3 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at the site which are designated to remain, and those adjacent to the site.
- B. Consult with ENGINEER, and remove agreed-on roots and branches which interfere with construction.

Employ qualified tree surgeon to remove, and to treat cuts.

- C. Provide temporary barriers, around each, or around each group of trees and plants.
- D. Protect root zones of trees and plants:
  - 1. Do not allow vehicular traffic or parking.
  - 2. Do not store materials or products.
  - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
  - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- F. Replace, or suitably repair, trees, and plants designated to remain which are damaged or destroyed due to construction operations.

### 3.4 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by ENGINEER.
- B. Clean and repair damage caused by installation, fill and grade the areas of the site to required elevations and slopes, and clean the area.

## PART 4 PAYMENT

### 4.01 PAYMENT



All costs for this item shall be included in the prices bid for various items scheduled in the Proposal.

END OF SECTION



## SECTION 01545

### PROTECTION OF EXISTING PUBLIC UTILITIES

#### 1.1 SECTION INCLUDES

- A. Definitions
- B. Diligent Inquiry
- C. Notification
- D. Avoid Damage and Protect Utilities
- E. Notification of Damage and Costs
- F. Contractor Convenience

#### 1.2 APPROXIMATE LOCATION OF UTILITIES

- A. The contractor will note that the horizontal and vertical location of all underground utilities shown on the contract drawings is approximate only and no guarantee is herein implied that all existing underground utilities or services are shown thereon.

#### 1.3 DEFINITIONS

- A. The terms public utility or public utilities used in this article shall be construed to include those publicly and privately owned.

#### 1.4 DILIGENT INQUIRY

- A. Within the site of the Project there may be public utility structures, and notwithstanding any other clause or clauses of this Contract, the Contractor shall not proceed with his work until he has made diligent inquiry of the offices of the Engineer, the utility companies and municipal authorities or other utilities to determine their exact location.

#### 1.5 NOTIFICATION

- A. The Contractor shall notify the Garden State Utility Location Service "one-call" system (1-800-272-1000) at least three (3) days prior to construction for mark out of all public utilities. Contractor shall supply Engineer with the one-call system certification number.

- B. The Contractor shall notify, in writing, the utility companies and municipalities or other utilities involved of the nature and scope of the Project and of his operations that may affect their facilities or property. Two copies of such notices shall be sent to the Engineer.

#### 1.6 AVOID DAMAGE AND PROTECT UTILITIES

- A. The Contractor shall carry out his work carefully and skillfully and shall support and secure public utility structures so as to avoid damage to them. Flow in drains and sewers shall be satisfactorily maintained. He shall not move without the utilities written consent any public utility structures, and at the completion of the work their condition shall be as safe and permanent as before.

#### 1.7 NOTIFICATION OF DAMAGE AND COSTS

- A. When public utility structures, facilities or equipment are damaged by the Contractor, he shall notify the utilities, who may cause the damage to be repaired at the Contractor's expense.
- B. If the cost thereof be not paid by the Contractor within 30 days after repairs have been completed, the Owner, as defined in this Contract, may retain an amount sufficient to cover the cost from any monies due or that may become due to the Contractor under this contract. House service connections damaged by the Contractor shall be repaired by competent skilled mechanics.

#### 1.8 CONTRACTOR CONVENIENCE

- A. When the removal, relocation or replacement of public utility structures or facilities is not deemed essential by the Engineer for carrying out the Project as planned, but is performed for the Contractor's convenience, the cost of such work shall be included in the prices bid for the various items scheduled in the Proposal. When such removal, relocation or replacement is deemed essential by the Engineer for carrying out the work of the Project as planned, the cost shall be borne by the Owner or the owner utility.

END OF SECTION

## SECTION 01640

### SUBSTITUTIONS

#### 1.1 GENERAL

Related requirements specified elsewhere:

1. Substitutions during bidding: Instructions to Bidders.
2. Shop Drawings, Product Data and Samples: Section 01340

#### 1.2 SUBSTITUTIONS

- A. Within fifteen (15) days after Notice to Proceed ENGINEER will consider formal requests from Contractor for products in place of those specified.
- B. Submit four (4) copies of request for substitution. Include in request as applicable:
  1. Complete data substantiating compliance of proposed substitution with Contract Documents.
  2. For products:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer literature:
      - (1) Product description
      - (2) Performance and test data
      - (3) Reference standards
    - c. Samples
    - d. Name and address of similar projects on which product was used, and date of installation.
  3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  4. Itemized comparison of proposed substitution with product or

method specified.

5. Accurate cost data on proposed substitution as for product or method specified.
6. Relation to separate contracts.

C. In making requests for substitution, Bidder represents:

1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
2. He will provide the same guarantee for substitution as for product or method specified.
3. He will coordinate installation of accepted substitution into work making such changes as may be required for work to be completed in all respects.
4. He waives all claims for additional costs related to substitutions which consequently become apparent.
5. Cost data is complete and includes all related costs under this contract.

D. Substitutions will not be considered if:

1. They are indicated or implied on shop drawings of product data submittals without formal request submitted in accordance with Paragraph 1.02.
2. Acceptance will require substantial revision of Contract Documents.

END OF SECTION

SECTION 01700  
CONTRACT CLOSEOUT

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Warranties.
- G. Spare parts and maintenance materials.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit the following documents:
  - 1. Application for Final Payment.
  - 2. Form of Contractor's Certificate (page J-17 of the Contract).
  - 3. Statement of Surety Company (form at the end of this section).
  - 4. Project Record Documents.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

## 1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Field changes of dimension and detail.
  - 3. Details not on original Contract Drawings.
- F. Delete Engineer title block from all documents.
- G. Submit documents to Engineer with claim for final Application for Payment.

END OF SECTION



STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the CONTRACT dated \_\_\_\_\_

between the Township of Willingboro \_\_\_\_\_

(Owner)

and \_\_\_\_\_

(Contractor)

the \_\_\_\_\_

(Surety)

\_\_\_\_\_, SURETY on the Labor and Material Payment BOND of \_\_\_\_\_

(Contractor)

after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims, for labor and materials have been satisfactorily settled, hereby approved by the final payment of the said

\_\_\_\_\_, CONTRACTOR

and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve surety of any of its obligations to Township of Willingboro \_\_\_\_\_

(Owner)

as set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

ATTEST:

(SEAL) \_\_\_\_\_

BY: \_\_\_\_\_

(President)

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.



## SECTION 01710

### CLEANING AND RESTORATIONS

#### 1.1 DESCRIPTION

- A. Related work specified elsewhere:
  - 1. General requirements for cleaning and restorations: See the General Conditions.
  - 2. Cleaning for specific products or work: Specification Section for that work.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C. During the course of the work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. Restore or replace, when and as directed by the ENGINEER, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the ENGINEER. These restorations shall include areas used by the Contractor for temporary storage of materials and for equipment.

#### 1.2 MATERIALS

- A. For restorations, use the following materials. All materials shall comply with the following Sections of the New Jersey Department of Transportation Standard Specification for Road and Bridge Construction, as currently amended.
- B. Grass restorations: All grass restoration materials shall conform to the specification sections entitled, "Topsoiling", and "Sodding".
- C. Pavement restorations: All paving materials shall conform to the specification section entitled, "Hot-Mix Asphalt Paving".
- D. Restoration of curbs and other concrete structures:
  - 1. Concrete:

- a) Shall conform to Sections 405.02 and 501.02.
  - b) Compressive Strength: 4,000 psi at 28 days.
  - c) Air entrained.
- 2. Joint fillers: Section 908.01, bituminous cellular type.
  - 3. Curing compound: Section 905.03, white-pigmented liquid.
- E. All other materials: As approved by the ENGINEER or authorities having jurisdiction.

### 1.3 METHODS OF CONDUCTING WORK - CLEANING

- A. Requirements of regulatory agencies: Dispose of all solid waste materials (including concrete, blacktop, trees, stumps, unacceptable backfill material including heavy clay soils, organic materials, silts, rock) in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills, or in temporary landfill sites approved by OSWA.
- B. Safety requirements:
- 1 Hazards control:
    - a) Store volatile wastes in covered metal containers, and remove from premises daily.
    - b) Prevent accumulation of wastes which create a hazardous condition.
    - c) Provide adequate ventilation during use of volatile or noxious substances.
  - 2. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:
    - a) Do not burn or bury rubbish and waste materials on project site.
    - b) Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
    - c) Do not dispose of wastes into streams or waterways.

- C. Cleaning during construction:
1. Execute periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- D. Dust control:
1. The Contractor shall employ construction methods and means that will keep flying dust to the minimum. He shall provide for the laying of water on the Project, and on roads, streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use, are affected by such dust caused by his hauling or other operations. The Contractor shall control dust using calcium chloride, water or other materials approved by the ENGINEER. If calcium is used, the rate of application shall be approximately 1.5 pounds per square yard. The cost of carrying out the foregoing provisions shall be included in the prices bid for the various items in the Contract.
- The Contractor shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.
- E. Final cleaning:
1. Employ skilled workmen for final cleaning.
  2. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
  3. Prior to final acceptance, Contractor shall conduct an inspection of all work areas to verify that the entire work is clean.

#### 1.4 METHODS OF CONDUCTING WORK - RESTORATIONS

- A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this Contract shall be restored or replaced to a condition at least equal to that existing prior to beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the following Sections of the New Jersey Department of Transportation Standard Specifications for Road and

Bridge Construction current edition.

- B. Grass restorations: All grass restorations shall comply with the specifications sections entitled, "Topsoiling", "Fertilizing and Seeding", and "Mulching".
- C. Pavement restorations: All pavement restorations shall conform to the specification section entitled, "Hot-Mix Asphalt".
- D. Restorations of curbs and other concrete structures:
  - 1. Curbs: Section 605.
  - 2. Other concrete structures: Restore in accordance with applicable Articles of the Standard Specifications, or as approved by the ENGINEER or authorities having jurisdiction.

#### 1.5 QUANTITY AND PAYMENT

All costs for CLEANING AND RESTORATIONS shall be included in prices bid for various items scheduled in the Proposal.

END OF SECTION

## SECTION 01730

### SUBSURFACE INVESTIGATION

#### 1.1 DESCRIPTION

- A. Subsurface investigation includes the excavation of test pits to ascertain the location of buried utilities or subsurface conditions.
- B. Before laying pipes or constructing any structures, the Contractor shall ascertain the location and grade of utility pipes and other subsurface structures which may interfere with such construction. Test pits shall be excavated wherever necessary to obtain the required information, subject to the approval of the ENGINEER.
- C. Before any excavation commences the Contractor shall perform subsurface investigations to determine the following:
  - 1. Perpendicular dimension from survey base line to utility crossing.
  - 2. Top and bottom elevation of utility.

All dimensions and elevations shall be obtained by the Contractor and transmitted to the ENGINEER, if and where required.

#### 1.2 MATERIALS

- A. Materials are required for backfill.

#### 1.3 METHODS OF WORK

- A. The approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work are shown on the plans. The accuracy and completeness of this information is not guaranteed by the ENGINEER, and the bidder is advised to ascertain for himself all the facts concerning the location of these utilities.
- B. The Contractor shall adhere to Section 105.09, Cooperation with Utilities, of the Standard Specifications regarding location of and construction around public utilities.
- C. All test pits shall be excavated, backfilled and compacted in accordance with Section 02325 or as directed by the Engineer. In paved areas all pits shall be maintained in a passable condition to motor vehicles by the Contractor in a manner as approved by the ENGINEER. In unpaved areas the surfaces shall be restored in accordance with soil erosion standards

as specified and shown.

- D. The Contractor shall permit the owners of the utilities or their agent, access to the site of the work at all times, in order to relocate or protect their facilities, and he shall cooperate with them in performing this work.
- E. The Contractor shall cooperate with the utility owners concerned and shall notify them not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- F. Contractor shall maintain all temporary restorations.

#### 1.4 QUANTITY AND PAYMENT

- A. Unless specified or noted otherwise, no separate measurement and no separate payment will be made for test pits conducted to investigate soil and groundwater conditions or for test pits conducted relative to structures and/or utilities shown on the plans.

END OF SECTION



SECTION H  
TECHNICAL SPECIFICATIONS

INDEX

<u>SECTION</u>	<u>TITLE</u>
02314	Excavation (unclassified)
02722	Hot Mix Asphalt Paving
02754	Concrete Sidewalks and Driveways Aprons
02755	Concrete Curb
02783	Cast in Place Detectable Warning Surface
02843	Traffic Stripes and Markings
02845	Traffic Control and Signage
02910 Measures	Temporary Soil Erosion and Sediment Control
02922	Topsoiling
02924	Fertilizing and Seeding



## SECTION 02314

### EXCAVATION (UNCLASSIFIED)

#### 1.1 DESCRIPTION

The excavation and removal of all earth, rock, brick, stone, concrete, small structures, existing pavements, and all other materials encountered, required for the construction of roadways and their appurtenances; the transportation of the excavated material; all grading, compacting and subgrade preparation, topsoiling, fertilizing, seeding, and mulching; the disposal of unsuitable and surplus materials; and all other work as specified in this section.

#### 1.2 MATERIALS

No materials are involved.

#### 1.3 CONSTRUCTION

##### A. Reference Standards used in this Specification section.

New Jersey Department of Transportation Standard Specifications:

1. Section 202: Roadway Excavation
2. Section 203: Embankment
3. Section 301: Preparation of Subgrade

##### B. Protection:

1. Protect trees, shrubs, lawns and other features remaining as part of final landscaping.
2. Protect curbs, inlets, manholes, utility poles, and all other existing structures to remain.
3. Refer to paragraphs of General Conditions and Supplementary Conditions regarding protection of vegetation and structures.
4. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
5. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.

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

C. Preparation:

1. Field measurements:
  - a. Layout work limits. Coordinate this work with the ENGINEER.
  - b. Set grade stakes.
2. Prior to commencement of work, establish location and extent of all utilities in the work areas. Maintain and protect as required existing utilities which pass through the work area.
3. Prior to excavating, cut existing pavement vertically with sharp tool on a straight line at a distance of six (6") inches beyond limits of excavation shown on plans. Maintain cut straight and neat, or recut and dress as directed by the ENGINEER.

D. Grading:

1. Grade project site to required levels, profiles, contours, and elevations, ready for finish grading and paving.
2. Methods of construction for excavation and grading shall conform to Sections 202, 203 and 301 of the Standard Specifications.
3. Grades shall be uniform levels or slopes between points where elevations are given or between such points and existing finished grades. Abrupt change in slopes shall be rounded.
4. Use all means necessary to prevent dust being a nuisance to the public.
5. Soil shall not be worked, or fill placed, during freezing weather, when frozen, or unstable due to excessive moisture.
6. Unstable or unsuitable material encountered at the prescribed bottom limits of roadway excavation shall be removed within limits as directed by the ENGINEER.
7. Compaction:

Compact any embankment for this project as specified in Section 203.03.02 of the Standard Specifications. Embankment material shall be free of stumps, brush, weeds, roots, and other material that may decay.

8. Compact subgrade in all paved areas as specified in Section 301.03.01 of the Standard Specifications.
9. Dispose of surplus or unsuitable excavated materials.

END OF SECTION



## SECTION 02722

### HOT MIX ASPHALT PAVING

#### 1.1 DESCRIPTION

A. General: The quality of materials and performance of work specified in this section shall be in accordance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, or as currently amended.

B. Description of work:

The work of this section includes:

1. Installation of hot mix asphalt base material for base repairs and base course pavements.
2. Surface preparation.
3. Installation of hot mix asphalt surface course for proposed pavements, and for overlay of existing bituminous pavement including repaired areas.
4. Asphalt binder seal of all edge abutments with existing pavements.
5. All paving work as further described in the Statement of Work.

C. Related work specified in other sections:

1. Subgrade and subbase preparation is specified in Section 02721, Dense Graded Aggregate.

D. Definitions:

1. Subgrade: Surface upon which pavements will be constructed.
2. Subbase: That portion of the pavement cross section consisting of quarry processed stone, Soil Aggregate, conforming to the Standard Specifications.
3. Base repairs: Removal and replacement of existing pavement in areas to be overlaid.

## 1.2 REFERENCE STANDARDS

A. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction (Standard Specifications), as currently amended:

1. Hot Mix Asphalt (Surface and Base Courses)
2. Bituminous Materials
3. Preparation of Subgrade.

## 1.3 MATERIALS

A. Paving materials and mixtures:

1. Hot Mix Asphalt Surface Course:
  - a. Materials: as specified in the NJDOT Standard Specifications
  - b. Mixture: Mix No. 9.5M64
2. Hot Mix Asphalt Surface Course
  - a. Materials: as specified in the NJDOT Standard Specifications
  - b. Mixture: Mix No. 12.5M64
3. Hot Mix Asphalt Base Course:
  - a. Materials: as specified in the NJDOT Standard Specifications
  - b. Mixture: Mix No. 19M64
4. Tack Coat: Grade RC-70 or RC-T cutback asphalt or Grade SS-1 emulsified asphalt.
5. Prime Coat: MC-30 or Grade MC-70 cutback asphalt.
6. Pavement Fabric: If specified on the Plans, Petromat non-woven polypropylene fabric, as manufactured by Phillips Fibers Corporation, or equal.
7. Asphalt sealant for pavement fabric: asphalt cement or asphalt emulsion, as recommended by manufacturer of fabric.
8. Asphalt sealant for abutments with existing pavement: asphalt binder PGA grade 64-22 as specified in the NJDOT Standard Specifications.



B. Job mix formula requirements:

1. Provide job mix formulas for each required bituminous aggregate mixture as specified in the NJDOT Standard Specifications.
2. Submit for the ENGINEER'S approval prior to beginning paving operations.

C. Mix design and control requirements: The design and control requirements for all paving mixtures shall conform to the NJDOT Standard Specifications as currently amended.

D. Producer's sampling and testing for conformance to job mix formula and mix design requirements:

1. Methods and rates of sampling bituminous mixtures shall conform to the NJDOT Standard Specifications with the following exceptions:
  - a. The producer's quality control technician shall perform sampling unless otherwise directed by the ENGINEER.
  - b. For small-scale projects where it is not possible to attain the minimum lot size specified, a total of five (5) samples shall be taken at random for each type of mix specified.
2. Testing of bituminous concrete mixtures to determine the quantity of bitumen, gradation of the aggregate, and conformance to mix design requirements shall be performed by the producer's quality control technician as specified in the NJDOT Standard Specifications.
3. Submit results of tests on forms acceptable to the ENGINEER. Forms shall be signed by producer's quality control technician and forwarded to the ENGINEER as directed.

E. Preparation of mixtures: The preparation of all bituminous mixtures shall conform to the NJDOT Standard Specifications.

#### 1.4 METHODS OF CONSTRUCTION

A. Qualifications of bituminous concrete producer: Use only materials which are furnished by a bulk hot-mix-asphalt concrete producer regularly engaged in the production of hot-mix asphalt.

- B. The method of construction to include hot mix asphalt plant and equipment, hot mix asphalt pavers, vehicles for transporting hot mix asphalt, rollers, etc. All construction methods shall conform to the NJDOT Standard Specifications, except as modified by the Supplemental Requirements below:

1. Excavation for base repairs:

- a. ENGINEER will mark limits of excavation areas in the field. Coordinate this work with the ENGINEER prior to beginning roadway excavation.
- b. Prior to excavating, cut existing pavements vertically with a sharp tool on a straight line along designated excavation limits.
- c. Remove existing pavement, subgrade material, earth, rock, stone and all other materials encountered.
- d. Promptly dispose of excavated materials.
- e. Prepare subgrade for base repairs as specified in Section 208.04 of the Standard Specifications.

2. Proof roll:

- a. Proof roll subgrade surfaces using heavy, rubber-tired rollers, or loaded dump truck.
  - (1) Check for unstable areas.
  - (2) Check for areas requiring additional compaction.
- b. Notify ENGINEER of unsatisfactory conditions.
- c. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

3. Surface preparation:

a. Earth and subbase surfaces:

- (1) Remove loose and foreign material from compacted subgrade surface immediately before application of paving.

(2) Use power broom or blowers and hand brooming as required.

(3) Do not displace subgrade material.

b. Existing pavement surfaces:

(1) Remove loose and foreign material from existing pavement surfaces immediately before application of paving.

(2) Use self-propelled mechanical sweepers. Supplement with hand brooming as required.

(3) Pay particular attention to cleaning of gutterlines and outer edges of pavement areas.

(4) Remove all weeds, grass or other vegetative matter growing in pavement areas, particularly along curbs.

c. Minor patching:

Existing pavement surfaces: Fill in depressions, and patch pavement in overlay areas that are not marked out for base repairs. Patch as directed by ENGINEER in the field.

4. Tack coat:

a. Apply to cleaned surfaces of all pavements to be overlaid.

b. Apply to cleaned surfaces of newly constructed base pavement if coated with dust, dirt, foreign materials in sufficient amount to prevent bond with surface course paving as determined by ENGINEER.

c. Apply to edges of paving where base repairs are to be made.

d. Apply tack coat material at temperatures, and observe safety precautions, specified in the NJDOT Standard Specifications.

e. Apply at rate of 0.02 to 0.08 gallon per square yard for cut back asphalt or 0.04 to 0.15 gallons per square yard for emulsified asphalt as directed by ENGINEER, immediately prior to placing pavement.

- f. Apply tack coat by brush to contact surfaces of pavement cold joints, curbs, gutters, manholes and other structures projecting into or abutting asphalt concrete pavement.
  - g. Allow surfaces to dry until material is in a condition of tackiness to receive pavement.
  - h. Take precautions to insure tack coat is not applied to exposed surfaces or curbs or other exposed surfaces. Contractor shall remove tack coat so applied at no additional cost to OWNER.
5. Prime coat (Dense Graded Aggregate subbase surfaces):
- a. When directed by the ENGINEER, uniformly apply at rate of 0.15 to 0.35 gallon per square yard over compacted and cleaned subbase surface.
  - b. Apply enough material to penetrate and seal, but not flood the surface.
  - c. Allow to cure and dry as long as required to attain penetration and evaporation of volatile components, and in no case less than twelve (12) hours unless otherwise acceptable to the ENGINEER.
6. Perform work as additionally described in the Statement of Work.
7. Install base course paving for new pavements in layers of not less than three (3") inches compacted thickness. In those areas where the total combined thickness of an individual pavement course is seven (7") inches or greater, the Contractor may construct layers of not more than four (4") inches compacted thickness.
8. General surface requirements:
- a. Test finished surface of each course for smoothness using a ten (10) foot straightedge.
  - b. The straightedges shall have projections on the bottom at each end, either built-in or firmly attached, so that it is supported six (6") inches above the pavement surface at the ends. It shall be free from warp and deflection, subject to approval by the ENGINEER, and furnished by the Contractor without additional compensation.

- c. Check surfaced areas at intervals and in directions specified by ENGINEER.
- d. Check surfaces for pavement smoothness immediately after initial compaction, and correct variations by removing or adding material as may be necessary. Then rolling shall be continued as specified.
- e. Immediately after final rolling and while the pavement is still hot, the smoothness of the course shall be checked again and all projections or depressions exceeding the specified tolerances shall be corrected by removing defective work and replacing it with new surface course as specified. Portions of the surface otherwise unsatisfactory shall be replaced to the satisfaction of the ENGINEER.
- f. Finished surfaces shall be free of all roller marks, ridges and voids.

9. Surface requirements:

- a. Base courses will not be acceptable if exceeding 1/4 inch in ten feet (10') when tested in any direction.
- b. Intermediate courses and surface courses will not be acceptable if exceeding the following when tested in any direction: 1/4 inch in ten feet (10').

10. Asphalt cement grade AC-20 shall be applied to all abutments of finish paving with existing pavements and shall conform to AASHTO M 226, Table 2.

D. Construction Methods Using Petromat (or equal) Fabric:

- 1. Surface Preparation - Surface on which fabric is to be placed must be free of dirt, water and vegetation. Cracks larger than 1/4" must be filled with a suitable material as directed by the Engineer or as shown on the plans. Surfaces containing paint or similar coatings (such as on tennis courts) shall be cleaned thoroughly with a mechanical broom and/or scraping until surface is free of loose material.
- 2. Application of Sealant - The asphalt sealant must be uniformly spray-applied at a rate of 0.25 gallons per square yard residual. Application shall be by distributor equipment wherever possible,

with hand spraying kept to a minimum.

3. Fabric Placement - The fabric shall be placed into the asphalt sealant with a minimum of wrinkles prior to the time the asphalt has cooled and lost its tackiness. Overlap of fabric joints shall be 1 to 3 inches. Transverse joints shall be "shingled" in the direction of paving to prevent edge pick up by the paver. The fabric shall be placed by mechanical laydown equipment, capable of handling full rolls of fabric.

E. Test Cores and Analysis:

1. Acquiring pavement cores and testing for the determination of conformance to control air voids and pavement thickness shall be required by the ENGINEER at his discretion in accordance with the NJDOT Standard Specifications.

A certified Independent Testing Laboratory shall be selected by the ENGINEER to perform the field quality control sampling and testing noted above. Unless otherwise specified in the contract documents, all costs for this work shall be borne by the Contractor. All sampling and testing shall be performed as specified in the NJDOT Standard Specifications.

2. Areas of pavement removed for field quality control testing shall be replaced by the Contractor as follows:
  - a. Clean debris from the core area. Cut all exposed pavement edges vertical.
  - b. Apply tack coat to exposed surfaces before installing replacement pavement.
  - c. Fill core area with hot mix surface course mix for the full depth of the core.
  - d. Compact and grade mixture; Seal repaired area with tack coat; apply thin layer of sand over tack coat in a manner satisfactory to the ENGINEER.

END OF SECTION

## SECTION 02754

### CONCRETE SIDEWALKS AND DRIVEWAY APRONS

#### 1.1 DESCRIPTION

- A. Remove and replace existing concrete sidewalk/driveway aprons at locations as required.
- B. Remove and replace additional concrete sidewalk/driveway aprons to be designated by the ENGINEER prior to construction.
- C. Remove and replace handicap ramps, and provide new handicap ramps at the locations show on the plans.

#### 1.2 MATERIALS

- A. Concrete:
  - 1. Use concrete meeting the requirements of Class "B" concrete as defined in the NJDOT Standard Specifications.
  - 2. Use air-entrained concrete.
- B. Cement aggregates, water and air-entrainment methods and materials: as specified in the NJDOT Standard Specifications.
- C. Joint filler: Bituminous cellular type, as specified in the NJDOT Standard Specifications.
- D. Curing compound: White or clear pigmented liquid, as specified in the NJDOT Standard Specifications.
- E. Reinforcing shall be welded wire fabric where and as detailed.
- F. Cast in place Tactile Detectable surfaces for Handicap Ramps shall be as specified Section 02783

#### 1.3 CONSTRUCTION

- A. Reference standards included in this Specification section:
  - 1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007, or as currently amended:

- a. Concrete Surface Course
  - b. Sidewalks and Driveways
  - c. Curing Materials for Concrete
  - d. Joint Fillers, Preformed.
- B. Submittals: CERTIFICATES: All deliveries of concrete shall be accompanied by delivery slips, copies of which shall be provided to the ENGINEER by the Contractor.
- C. Environmental Requirements:
- 1. Allowable concrete temperatures:
    - a. Cold weather: 60 degrees F. when discharged from the mixer.
    - b. Hot weather: Maximum concrete temperature is 80 degrees F.
  - 2. Do not place concrete during rain, when atmospheric temperature is at or below 36 degrees F., or when conditions are otherwise unfavorable as determined by the ENGINEER.
- D. Protection:
- 1. Protect concrete from pedestrian and vehicular traffic, rain damage and vandalism until concrete has been sufficiently cured as determined by the ENGINEER.
  - 2. Method of protection shall be approved by the ENGINEER prior to beginning work under this section.
  - 3. Damaged concrete, resulting from improper protection, shall be replaced as directed by the ENGINEER, at no additional cost to the owner.
- E. Preparation:
- 1. Coordinate with ENGINEER for marking out of apron removal limits.
  - 2. Excavate subgrade and set forms so that finished structure conforms to lines and grades shown on Plans, or as directed by the ENGINEER.



3. Prepare subgrade to provide a firm, even surface. Place 4" thick DGA subbase material and compact.
  4. Verify that earthwork is completed to correct line and grade.
  5. Verify that forms conform to line, grade and cross section shown on Plans.
  6. Check that subgrade is smooth, compacted and free of frost or excessive moisture.
  7. Do not commence work until conditions are satisfactory.
- F. Performance: Method of apron construction shall conform to the NJDOT Standard Specifications paragraph entitled, "Concrete Sidewalks and Driveways," except as modified by the Supplemental Requirements below:
1. Construction shall conform to the requirements described in the Statement of Work, and shall be in accordance with the Plans.
  2. Restorations shall be performed as specified in the section entitled, "Cleaning and Restorations."

END OF SECTION



## SECTION 02755

### CONCRETE CURB

#### 1.1 DESCRIPTION

- A. Install new concrete curb at the locations designated on the Plans.
- B. Remove and replace existing concrete curb.
- C. This work includes restorations of adjacent paved and unpaved areas.
- D. The requirements of this section apply to vertical curb, concrete gutters, monolithic curb and gutter, rolled curb, and depressed curb.

#### 1.2 MATERIALS

- A. Concrete:
  - 1. For all concrete curb use concrete meeting the requirements of Class "B" concrete as specified in the NJDOT Standard Specifications.
  - 2. Use air-entrained concrete.
- B. Cement aggregates, water and air-entrainment methods and materials for concrete curb: as specified in the NJDOT Standard Specifications.
- C. Joint Filler: Bituminous cellular type, as specified in the NJDOT Standard Specifications.
- D. Curing compound: White or clear pigmented liquid, as specified in the NJDOT Standard Specifications.

#### 1.3 CONSTRUCTION

- A. Reference standards included in this Specification Section:

New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, or as currently amended.

  - 1. Concrete Surface Course
  - 2. Curbs

3. Curing Materials for Concrete
4. Joint Filler, Prefomed

B. Submittals:

Certificates: All deliveries of concrete shall be accompanied by delivery slips, copies of which shall be provided to ENGINEER by the Contractor.

C. Environmental requirements:

1. Allowable concrete temperatures:
  - a. Cold weather: 60 degrees F. (60° F) when discharged from the mixer.
  - b. Hot weather: Maximum concrete temperature is 80 degrees F. (80 ° F).
2. Do not place concrete during rain, when atmospheric temperature is at or below 36 degrees F. (36° F), or when conditions are otherwise unfavorable as determined by the ENGINEER.

D. Protection:

1. Protect concrete from pedestrian and vehicular traffic, rain damage and vandalism until concrete has been sufficiently cured as determined by the ENGINEER.
2. Method of protection shall be approved by ENGINEER prior to beginning work under this section.
3. Damaged concrete, resulting from improper protection, shall be replaced as approved by the ENGINEER, at no additional cost to the owner.

E. Preparation:

1. When encountered, cut existing pavements vertically with a sharp tool on a straight line prior to excavating for curb. Cut shall be made six inches (6") beyond the limits of excavation, and maintained straight and neat, or recut and dressed as approved by the ENGINEER.
2. Excavate subgrade and set forms so that finished curb conforms to required lines and grades.

3. Prepare curb subgrade as specified in the NJDOT Standard Specifications.
4. Verify that earthwork is completed to correct line and grade.
5. Verify that forms conform to proposed line, grade and curb cross section.
6. Check that subgrade is smooth, compacted and free of frost and excessive moisture.
7. Do not commence work until conditions are satisfactory.

F. Performance:

Method of curb construction shall conform to the NJDOT Standard Specifications, except as otherwise modified by this Specification section:

1. Install 1/2 inch wide expansion joints at equal intervals, not to exceed twenty feet (20'). Install additional expansion joints where curb abuts sidewalk or other structures. Fill expansion joints with joint filler, 1/2-inch thick. Insert joint filler 1/4-inch from the top and face of curb.
2. Construct contraction joints midway between expansion joints.
3. Finish concrete surfaces of curb to match existing adjacent curbs. Curb cross section shall match the existing curb.

END OF SECTION



## SECTION 02783

### CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This Section specifies furnishing and installing Cast In Place Detectable Tactile Warning Surface Tiles manufactured by Armor Tile, ADA Solutions, Inc., or approved equal.

##### 1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.
- B. Samples for Verification Purposes: Submit two (2) tile samples minimum 6"x6" of the kind proposed for use.
- C. Shop drawings are required for products specified showing fabrication details, composite structural system, tile surface profile, sound on cane contact amplification feature, plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.
- D. Material Test Reports: Submit complete test reports from qualified accredited independent testing laboratory's to qualify that materials proposed for use are in compliance with requirements and meet or exceed the properties indicated on the specifications. All tests shall be conducted on a Cast In Place Detectable Tactile Warning Surface Tile system as certified by a qualified independent testing laboratory and be current within a 24 month period.
- E. Maintenance Instructions: Submit copies of manufacturer's specified installation and maintenance practices for each type of Detectable Warning Surface Tile and accessory as required.

##### 1.03 QUALITY ASSURANCE

- A. Provide Cast In Place Detectable Tactile Warning Surface Tiles and accessories as produced by a single manufacturer with a minimum of three (3) years experience in the manufacturing of Cast In Place Detectable Tactile Warning Surface Tiles.

- B. Americans with Disabilities Act (ADA): Provide Surface Applied Detectable Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).
- C. Cast In Place Detectable Tactile Warning Surface Tiles shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base diameter, and 0.45" top diameter, spaced center-to-center 2.35" as measured on a diagonal and 1.67" as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch.
1. Cast In Place Detectable Tactile Warning Surface Tiles shall be 24" x 48" with a depth of 1-3/8" and embedment flange spacing no greater than 3.1"
  2. Water Absorption of Tile when tested by ASTM D 570-98 not to exceed 0.05%.
  3. Slip Resistance of Tile when tested by ASTM C 1028-96 the combined Wet and Dry Static Co-Efficients of Friction not to be less than 0.80 on top of domes and field area.
  4. Compressive Strength of Tile when tested by ASTM D 695-02a not to be less than 28,000 psi.
  5. Tensile Strength of Tile when tested by ASTM D 638-03 not to be less than 19,000 psi.
  6. Flexural Strength of Tile when tested by ASTM D 790-03 not to be less than 25,000 psi.
  7. Chemical Stain Resistance of Tile when tested by ASTM D 543-95 (re approved 2001) to withstand without discoloration or staining - 10% hydrochloric acid, urine, saturated calcium chloride, black stamp pad ink, chewing gum, red aerosol paint, 10% ammonium hydroxide, 1% soap solution, turpentine, Urea 5%, diesel fuel and motor oil.
  8. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM D 2486-00 with reciprocating linear motion of 37± cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block is to be 3.2 lb. Average wear depth shall not exceed 0.060 after 1000 abrasion cycles when measured



on the top surface of the dome representing the average of three measurement locations per sample.

9. Resistance to Wear of Unglazed Ceramic Tile by Taber Abrasion per ASTM C501-84 (re approved 2002) shall not be less than 500.
10. Fire Resistance of Tile when tested to ASTM E 84-05 flame spread shall be less than 15.
11. Gardner Impact to Geometry "GE" of the standard when tested by ASTM D 5420-04 to have a mean failure energy expressed as a function of specimen thickness of not less than 550 in. lbf/in. A failure is noted when a crack is visible on either surface or when any brittle splitting is observed on the bottom plaque in the specimen.
12. Accelerated Weathering of Tile when tested by ASTM G 155-05a for 3000 hours shall exhibit the following result – .E <4.5, as well as no deterioration, fading or chalking of surface of tile color No 33538
13. Accelerated Aging and Freeze Thaw Test of Tile and Adhesive System when tested to ASTM D 1037-99 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other detrimental defects.
14. Salt and Spray Performance of Tile when tested to ASTM B 117-03 not to show any deterioration or other defects after 200 hours of exposure.
15. AASHTO HB-17 single wheel HS20-44 loading "Standard Specifications for Highways and Bridges". The Cast In Place Tile shall be mounted on a concrete platform with a ½" airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8000 lb. individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs.
16. Embedment flange spacing shall be no greater than 3.1" center to center spacing as illustrated on the product Cast In Place drawing.

#### 1.04 GUARANTEE

- A. Cast In Place Detectable Tactile Warning Surface Tiles shall be guaranteed in writing for a period of five (5) years from date of final completion. The

guarantee includes defective work, breakage, deformation, fading and loosening of tiles.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Cast In Place Detectable Tactile Warning Surface Tiles manufactured by Armor Tile, ADA Solutions, Inc., or approved equal.
- B. Color: Armor Tile Safety Red #31350 or approved equal.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. During Cast In Place Detectable Tactile Warning Surface Tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. Prior to placement of the Cast In Place Detectable Tactile Warning Surface Tile system, review manufacturer and contract drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.
- C. The specifications of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers. Not recommended for asphalt applications.
- D. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the Cast In Place Detectable Tactile Warning Surface Tile system. An overly wet mix will cause the tile to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 lb.) shall be placed on each tile.
- E. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, and a large non-marring rubber mallet are specific to the installation of the Cast In Place Detectable Tactile Warning Surface Tile system. A vibrating mechanism such as that manufactured by Vibco can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1 foot square.

- F. The factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.
- G. When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes in the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each embedment flange on the underside of the tile. This will lock the tile solidly into the cured concrete.
- H. The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast In Place Detectable Tactile Warning Surface Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process should not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- I. In cold weather climates it is recommended that the Cast In Place Detectable Tactile Warning Surface Tiles be set deeper such that the top of domes are level to the adjacent concrete on the top and sides of ramp and that the base of domes to allow water drainage. This installation will reduce the possibility of damage due to snow clearing operations.
- J. Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
- K. While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.
- L. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the

tile that may rock the tile causing a void between the underside of tile and concrete.

- M. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb. each may be required to be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.
- N. Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.
- O. If desired, individual tiles can be bolted together using ¼ inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.
- P. Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is advisable where appropriate.
- Q. Any sound-amplifying plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced and secured with construction adhesive.

### 3.02 CLEANING, PROTECTING AND MAINTENANCE

- A. Protect tiles against damage during construction period to comply with Tactile Tile manufacturer's specification.
- B. Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.
- C. Clean Tactile Tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean Tactile Tile by method specified by Tactile Tile manufacturer.

- D. Comply with manufacturers maintenance manual for cleaning and maintaining tile surface and it is recommended to perform annual inspections for safety and tile integrity.

END OF SECTION



## SECTION 02843

### TRAFFIC STRIPES AND MARKINGS

#### 1.1 DESCRIPTION

- A. The work of this section shall consist of applying line striping, paint, and glass beads on roadway surfaces.

#### 1.2 REFERENCE STANDARDS

- A. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, or as currently amended.
  - 1. Traffic Stripes and Markings
  - 2. Traffic Paint
  - 3. Glass Beads

#### 1.3 MATERIALS

- A. Materials shall be as specified in the NJDOT Standard Specifications:
  - 1. Traffic Paint
  - 2. Glass Beads for Reflectorizing Traffic Paint

#### 1.4 CONSTRUCTION

- A. Surface Preparation
  - 1. All dirt, oil, grease, and other foreign material shall be removed from the areas upon which the traffic paint or stripes are to be placed.
- B. Applying Latex and Alkyd Paint and Beads
  - 1. The paint shall be applied on thoroughly dry surfaces when the surface temperature is above 45 degrees F and applied in a wet film thickness of 15 mils for latex paint and 11 mils for alkyd paint.
  - 2. The glass beads shall be applied over the wet paint in a uniform pattern and at the rate of 12 pounds per gallon of paint for latex paint and 6 pounds per gallon of paint for alkyd paint. The bead dispensers shall be of a type that mechanically and automatically gives such performance.
- C. Applying Epoxy Resin and Beads

1. The paint shall be applied on thoroughly dry surfaces when the surface temperature is above 50 degrees F and applied in a wet film thickness of 20 mils.
2. The glass beads shall be applied over the wet paint in a uniform pattern and at the rate of 12 pounds per gallon of paint. The bead dispensers shall be of a type that mechanically and automatically gives such performance.

D. Applying Thermoplastic (Extruded) and Beads

1. The extruded thermoplastic material shall be applied on thoroughly dry surfaces when the surface temperature is above 50 degrees F. The thermoplastic material shall be heated to a temperature between 400 and 425 degrees F and applied in a thickness of 90 mils.
2. The glass beads shall be applied over the wet paint in a uniform pattern and at the rate of 11 pounds per 100 square feet of thermoplastic material. The bead dispensers shall be of a type that mechanically and automatically gives such performance.

C. Opening to Traffic

1. Traffic striping or painting shall be completed and the paint shall be thoroughly dry before exposing to traffic. In cases where line striping is done while maintaining traffic, the striping shall be protected by traffic cones spaced approximately 100 feet apart until the paint is thoroughly dry.

END OF SECTION



## SECTION 02845

### TRAFFIC CONTROL AND SIGNAGE

#### 1.1 DESCRIPTION

- A. The work of this section shall consist of providing traffic protection devices, informational signs, and traffic directors (trained flaggers) to assure safe flow of traffic and protection of pedestrians in the vicinity of the construction site.
- B. The work includes the erection and maintenance of ROAD CLOSED LOCAL TRAFFIC ONLY barriers and signs.

#### 1.2 MATERIALS

- A. Materials shall consist of signs and other traffic control devices as described in the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- B. Other materials not specifically required on the Plans that shall be immediately available to the Contractor for traffic control includes:
  - 1) Traffic Cones
  - 2) Battery operated flashing devices
  - 3) Drums
  - 4) Other as approved by ENGINEER upon reasonable notice.

#### 1.3 TRAFFIC DIRECTOR QUALIFICATIONS

The contractor shall provide the following personnel:

- A. **Trained Flaggers.** Trained flaggers shall be in good physical condition, including sight and hearing, mentally alert, and shall have a courteous but firm manner, neat appearance, and a sense of responsibility for the safety of the public. Trained flaggers shall wear an orange or fluorescent orange garment such as a shirt, jacket, or vest. This garment shall be reflectorized for nighttime operations with reflective material that shall be orange in color. When controlling traffic, trained flaggers shall be equipped with STOP/SLOW paddles, and shall follow the procedures stipulated for flaggers in the MUTCD.

Trained flaggers as specified in this Subsection shall be an approved subcontractor or employees of the Contractor. They shall not be police from any jurisdiction working on behalf of the Contractor while in uniform or in any other official status. All trained flaggers shall be formally trained in flagging operations and proper use of the **STOP/SLOW** paddle. This training may consist of ATSSA (American Traffic Safety Services Association), union, or trade association training, or training by an

individual who has received formal training from a recognized program or agency in work zone traffic control. When requested by the Engineer or Township Police, trained flaggers shall demonstrate competency. Failure to demonstrate competency shall result in the immediate replacement with a competent person.

- B. The Contractor shall provide the Engineer and the Township Police with certificates of training for each flagger on the job site prior to work start, and shall have a copy of the certificates available on site.
- C. Should the Township Police determine that their presence is necessary to maintain traffic control, the Township will provide for their direct payment. **The Contractor is required to provide trained flaggers and maintain proper traffic control. Should the Township Police determine that their presence is necessary due to the Contractor's failure to provide trained flaggers and/or maintain proper traffic control, any payment due to the Township Police will be deducted from monies due to the Contractor under the contract.**

#### 1.4 METHODS OF CONSTRUCTION

- A. Before beginning work on any phase of the project, the contractor shall furnish and install all warning signals, barricades, lights, flares and other devices necessary to protect the public and workmen during that phase of his operations.
- B. During the work on this project, the contractor shall provide supplementary traffic protection devices, such as traffic cones, flashers and drums. When lack of any required safety devices presents an immediate hazard, the Engineer or Township Police may order that such devices be provided by the contractor.
- C. Trained flaggers shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever contractor's operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the contractor's equipment or vehicles are entering or leaving active roadways at other than normal street intersections, whenever a contractor's operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else, in the opinion of the Engineer or Township Police, the contractor's operations cause such hazards as to require the use of trained flaggers.
- D. Trained flaggers shall be responsible and thoroughly familiar with their responsibilities, and while serving as flaggers, shall not be required to perform any other duties. Flaggers shall be provided with an orange or red flag, an orange or orange and white traffic safety vest and white or orange hard hat or other appropriate head gear.

- E. When two-way traffic must be maintained throughout the work area during construction, at least two 10' lanes must be maintained for traffic and shall be directed by trained flaggers.
- F. Any restriction of traffic at any time shall be subject to the approval of the Engineer and the Township Police Department. The contractor shall submit a narrative Traffic Control Plan indicating the methods of traffic control anticipated.
- G. The contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the duration of the project.
- H. All roadways must be fully open to the public during contractor non-working hours.

#### 1.5 QUANTITY AND PAYMENT

- A. No separate measurement and payment will be provided for Traffic Control.

END OF SECTION



## SECTION 02910

### TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES

#### 1.1 DESCRIPTION

- A. This work shall consist of temporary measures to control erosion and sediment during the life of the contract, as shown on the Plans and as approved by the ENGINEER and/or as directed by the Engineer in the field.
- B. The temporary control provisions contained herein shall be coordinated with the permanent improvements (grass, pavement and other restorations) specified elsewhere in the contract to the extent practical to assure effective and continuous erosion and sediment control throughout the construction and post-construction period.
- C. The erosion and sediment control measures described herein shall be continued until the construction is complete and final restorations installed.

#### 1.2 MATERIALS

- A. All materials and methods of construction shall be in accordance with the New Jersey State Standards for Soil Erosion and Sediment Control.

#### 1.3 METHODS OF CONSTRUCTION

- A. Contractor shall comply with the construction requirements shown on the plan entitled, "Soil Erosion Control Notes", which is appended hereto and is a part of the Contract Documents.
- B. Contractor shall adhere, as closely at practicable, to the construction sequence provided on the plan entitled, "Soil Erosion Control Notes".
- C. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal or state or location agencies, the more restrictive laws, rules or regulations shall apply.
- D. The Contractor will be responsible for maintaining all soil erosion and sediment control measures as specified on the Plans. All temporary measures shall be removed by the Contractor as approved by the ENGINEER.

#### 1.4 QUANTITY AND PAYMENT

- A. No separate measurement and payment will be provided for Soil Erosion and Sediment Control.
  
- B. In case of repeated failures on the part of the Contractor to control erosion, pollution, and/or siltation, the Owner reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Further, the Soils Conservation District Office may order the Contractor to cease operations until all soil erosion and sediment control measures are satisfactory. Such incurred costs of remediation and time delays will be charged to the Contractor.

END OF SECTION

## SECTION 02922

### TOPSOILING

#### 1.1 DESCRIPTION

- A. Prepare topsoil subsoil.
- B. Prepare topsoil stripped from the site, furnish topsoil required in excess of that obtained from stripping of site from approved sources located outside the project limits, and place in locations requiring seed.

#### 1.2 MATERIALS

- A. Topsoiling: General requirements for topsoil furnished from within or outside the project limits.
  - 1. Containing no stones, lumps, roots or other objects larger than one inch in any dimension.
  - 2. Free of broken glass.
  - 3. Acid-Alkaline Range: pH 5.8 to 6.5.
  - 4. Free of pests, pest larvae, and matter toxic to plants.
  - 5. Maximum soluble salts: 500 ppm
  - 6. Free of viable Bermudagrass, quackgrass, Johnsongrass, nutsedge, poison ivy, Canada thistle, and other objectionable grassy or broadleaf weeds.
- B. Topsoil furnished from outside project limits:
  - 1. Gradation range:
    - Sand (2.00mm to 0.050mm) 40 - 80 percent
    - Silt (0.050mm to 0.005mm) 10 - 30 percent
    - Clay (0.005mm and smaller) 10 - 30 percent
    - a. When one-half of the sand content is larger than 0.500mm., the maximum sand content shall be seventy-five percent; and maximum clay content shall be fifteen percent.
    - b. Lower limits of silt and clay shall be flexible to extent that soils

with minimum combined silt and clay content of twenty percent shall be satisfactory. However, if more than one-half of the sand is larger than 0.500mm., then minimum clay content shall be fifteen percent, or the minimum combined silt and clay content shall be twenty-five percent.

2. Organic content:
  - a. Minimum of 2.75 percent by weight.
  - b. If necessary, add peat at rate necessary to attain minimum organic content.
3. Taken from borrow area acceptable to ENGINEER.

C. Soil conditioners:

Peat:

1. Sedge or reed peat:
  - (a) Consisting of incompletely decomposed plant residues resulting from anaerobic activity in water-saturated areas.
  - (b) Containing no gravel, debris, or toxic compounds. Average Water Content: Not to exceed sixty-five percent by weight.
  - (c) pH Value: Not less than 4.
  - (d) Not cultivated or aged.
  - (e) Shredded or resemble texture of cultivated peat.
  - (f) Minimum organic content: 75% percent by weight.
  - (g) Inorganic materials: Consisting only of sand, silt and clay.
2. If required, add peat to topsoil obtained from sources outside project limits, at rate necessary to attain minimum organic content of 2.75 percent.

### 1.3 METHODS OF CONSTRUCTION

A. Submittals:

1. Legal documents:
  - a. One executed copy of each legal right or easement required for storage of topsoil on private property located outside the



limits of easement or right-of-way areas acquired by the OWNER.

b. Submit to ENGINEER prior to storing of topsoil on any private property.

2. Delivery slips:

a. Accompany all shipments of topsoil with delivery slip showing the product weight and name of supplier.

b. Submit delivery slip to ENGINEER at end of each working day.

B. Product delivery and storage:

1. Transport topsoil from outside project limits in accordance with General Conditions, paragraph entitled, "Operations and Storage Areas".

2. Obtain all legal rights or easements necessary from private owners on whose lands topsoil may be stored. Furnish rights or easements in written form satisfactory to ENGINEER, and signed by both Contractor and property owner involved, or their duly authorized representatives.

C. Job conditions:

1. Existing conditions:

Perform topsoiling only after preceding work affecting ground surface is completed.

2. Environmental requirements:

Do not prepare or place frozen or saturated topsoil.

3. Protection:

Protect trees and shrubs to remain as part of final landscaping against damage with snow fence or suitable fencing installed at the drip line. This shall be done prior to clearing or grading. No equipment, vehicles, materials shall be allowed within these limits.

D. Preparation:

1. Verify that clearing, earthwork, grading and other preceding work affecting ground surface have been completed.
2. Verify that trees, shrubs, and other plants to remain as part of final landscaping have been identified.
3. Assure that area to be topsoiled is cleared, shaped, dressed, and approved by ENGINEER.
4. Do not proceed with topsoiling until conditions are satisfactory.
5. Preparation of topsoil subsoil:
  - a. Shape and dress area to be topsoiled. This work includes grading to required lines and elevations; removal of all stones, clods, lumps two inches or larger in any dimension; removal of all wires, cables, pieces of concrete, tree roots, and debris or other unsuitable material.
  - b. Do not proceed with installation of topsoil until this work has been approved by the ENGINEER.

E. Installation:

1. Place an even layer that will produce a prescribed compacted thickness of four inches.
2. If quantity of topsoil obtained from stripping is insufficient for the project requirements, provide required topsoil from approved sources located outside project limits.
3. Remove stones, lumps, roots, and other objects larger than one inch in any dimension from graded topsoil surface.
4. No top soil greater than 2 inches in thickness shall be placed over the root zone of any trees or shrubs as part of the final landscaping.

F. Protection:

When directed by ENGINEER, erect temporary signs and barriers to protect topsoiled areas.

1. Immediately before establishment of ground cover, retopsoil and regrade areas which become eroded or otherwise disturbed.

2. Perform all maintenance work in accordance with the Specifications without additional compensation.
3. Maintenance period to extend until installation of ground cover.

H. Cleaning:

In addition to cleaning required in General Conditions entitled, "Cleaning Up".

1. Immediately clean spills, soil, and conditioners on paved and finished areas.
2. Distribute, stockpile, or haul topsoil in excess of the quantity required for the project as approved by the ENGINEER.
3. Dispose of protective barricades and warning signs at termination of maintenance period.

1.4 QUANTITY AND PAYMENT

- A. No separate quantity and no separate payment shall be made for this item. All costs for this item shall be included in the various items in the Proposal.

END OF SECTION



SECTION 02924

FERTILIZING AND SEEDING

1.1 DESCRIPTION

Provide lime, fertilizer, Type "A-3" seed mixture, and straw mulch protection for:

1. Restoration of existing grass areas disturbed by Contractor's operations.
2. Stabilization of unpaved areas.

1.2 MATERIALS

A. Seed Mixture:

1. New Jersey Department of Transportation Type "A-3" Seed Mixture :

<u>Kind of Seed</u>	<u>Minimum Purity, Percent</u>	<u>Minimum Germination, Percent</u>	<u>Percent of Total Weight of Mixture</u>
Tall Fescue (Rebel or Falcon)	95	80	60
Kentucky Bluegrass (Kenblue, South Dakota or Park)	85	75	10
Chewings Fescue (Highlight or Jamestown)	95	85	20
Perennial Ryegrass	98	85	10

2. Use clean, dry, new crop seed. Use certified seed when available.

B. Topsoil: As specified in Section 02922, "Topsoiling."

C. Ground limestone:

1. Minimum total calcium and magnesium oxides content: 40 percent (40%).

2. Physical Properties:

<u>Sieve Size</u>	<u>Total Percent Passing Minimum</u>
No. 20	100
No. 60	80
No. 100	60

D. Fertilizer:

1. Use fertilizer having commercial designation of 5-10-5 or any 1-2-1 ratio fertilizer.
2. Minimum available nutrients, percent by total weight:
  - a. 5, Nitrogen
  - b. 10, Phosphoric Oxide
  - c. 5, Potash
3. For fertilizer to be applied with mechanical spreader in dry form, a minimum of 75 percent (75%) shall pass a No. 8 sieve, minimum of 75 percent (75%) shall be retained on a No. 16 sieve, and maximum free moisture content shall be 2 percent (2%).

E. Water: Free of substances harmful to plant growth.

F. Mulch: As specified in Section 02926, "Mulching."

1.3 METHODS OF CONSTRUCTION

A. Submittals:

1. Certificates:
  - a. Seed producer's certified analysis of composition, purity, and germination of seed mixture, dated within nine (9) months of sowing.
  - b. Manufacturer's certified chemical analysis of fertilizer composition.

- c. Manufacturer's certified chemical and physical composition analysis of ground limestone.
    - d. Submit all of the above to ENGINEER prior to incorporation of materials into project.
  2. Delivery slips: Accompany each delivery of seed, ground limestone, and fertilizer with delivery slip showing the product weight.
  3. Test reports:
    - a. Submit results of test report for pH analysis of soil, and when ground limestone is required, the total amount of magnesium and calcium oxides required.
    - b. Submit as specified in Section 01410, Testing Laboratory Services.
- B. Product delivery, storage and handling:
  1. Deliver all materials in accordance with manufacturer's printed instructions, and in such manner as to protect from moisture.
  2. Store and handle material in accordance with manufacturer's printed instructions, and in such manner as to protect from moisture.
- C. Job conditions:
  1. Existing conditions: Perform seeding only after preceding work affecting ground surface is completed.
  2. Environmental requirements:
    - a. Plant seed on unfrozen soil. Soil shall be in friable condition at time of seeding.
    - b. Do not perform seeding when wind exceeds 15 mph.
    - c. Do not seed between calendar dates from May 15th to August 15th, and from October 15th to March 15th, except when weather and soil conditions are favorable as determined by ENGINEER.
  3. Protection: Restrict foot and vehicular traffic from seeded areas after planting to end of the establishment period.

D. Protection (prior to seeding):

1. Check that clearing, soil preparation and preceding work affecting ground surface is completed.
2. Verify that soil is unfrozen and within allowable moisture content.
3. Do not start work until conditions are satisfactory.
4. When specified, install bed of topsoil.
5. When soil to be seeded has a pH value of less than 5.8, evenly spread ground limestone, which is dry and free flowing, over area to be seeded at rate that will change soil pH value to 6.5. Thoroughly mix limestone into upper 3 to 4 inches of soil by discing, harrowing, or other approved method.
6. Within limits set forth under materials, select fertilizer for use on the project. Use one selection throughout project. Apply fertilizer in quantity necessary to yield 60 pounds of nitrogen per acre. Thoroughly mix fertilizer into upper 3 to 4 inches of soil by discing, harrowing, or other approved method.
7. Water dry soil at least 24 hours prior to seeding to obtain a loose friable seed bed.
8. Before applying seed, remove all stones, rocks, lumps, roots, wires, clods, and there objects measuring 1 inch or larger in any dimension.

E. Application:

1. Broadcast half of seed with mechanical seeder.
2. Broadcast remaining half of seed at right angles to first seeding pattern, using same broadcast method.
3. Apply seed at the following rate:  
  
Type "A" Seed Mixture: 100 lbs/acre.
4. Cover seed to depth of 1/8 inch by raking or other method approved by ENGINEER.



5. Roll seeded area with roller weighing maximum of 150 pounds per foot of width.
  6. Water seeded area until water penetrates to a depth of 3 to 4 inches.
  7. Finished seeded areas shall be smooth, even, and to prescribed lines and contour.
- F. Protection (after seeding):
1. Spread straw mulch with a tackifier over all seeded areas larger than one square foot.
  2. When directed by ENGINEER, erect temporary signs and barriers to protect seeded areas from pedestrian and vehicular traffic.
- G. Lawn establishment:
1. Watering:
    - a. Keep soil moist during seed germination period.
    - b. Method of watering shall provide equal distribution and coverage to all areas seeded.
    - c. Contractor shall water area to a depth of 2" once a week until final acceptance.
  2. Mowing: Mow unacceptable weedy areas in fertilized and seeded areas as directed by ENGINEER if, prior to the establishment of a satisfactory stand of grass, an excess amount of weed growth becomes established. Now at Contractor's expense.
  3. Relime, refertilize and reseed, as directed by the ENGINEER, all seeded areas which become eroded or otherwise disturbed; or which require mowing of weedy areas in order to establish acceptable turf.
  4. Relime, refertilize and reseed, as directed by ENGINEER, spots larger than one square foot not having uniform stand of grass practically weed free, and not containing plants in reasonable proportion to the various kinds of seed in the grass seed mixture.
  5. Perform all lawn establishment work in accordance with the specifications without additional compensation.

6. Establishment period to extend until acceptance of project by ENGINEER.

H. Cleaning:

In addition to cleaning required in Section entitled, "Cleaning and Restorations:"

1. Immediately clean spills on paved and finished surface areas.
2. Remove debris and excess materials from project site.
3. Dispose of protective barricades and warning signs at termination of lawn establishment period.

I. Field quality control:

A. Seed mixture:

1. ENGINEER reserves the right to have certified seed mixtures samples and tested after delivery to the project. Contractor shall pay for testing and related costs when materials are found not to be in compliance with these specifications.
2. Sampling and testing will be conducted in accordance with New Jersey State Seed Law, Chapter 189, P.L. 1948, and with the rules and regulations for testing seeds adopted by the Association of Official Seed Analysts.

END OF SECTION

**BID DOCUMENT SUBMISSION CHECKLIST**

**Township of Willingboro**  
 (Name of Local Contracting Unit)

**SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2**  
 (Name of Construction/Public Works Project)

**WTCEX 22027**  
 (Project Or Bid Number)

**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 Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initial)
<input checked="" type="checkbox"/> A bid guarantee as required by N.J.S.A. 40A:11-21	
<input checked="" type="checkbox"/> A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	
<input checked="" type="checkbox"/> A statement of corporate ownership, pursuant to N.J.S.A.52:25-24.2	
<input checked="" type="checkbox"/> A listing of subcontractors as required by N.J.S.A. 40A:11-16	
<input checked="" type="checkbox"/> If applicable, bidder's acknowledgment of receipt of any notices(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	

**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.)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
<input checked="" type="checkbox"/> Prohibited Russia-Belarus Activities & Iran Investment Activities		<input checked="" type="checkbox"/> Consent of surety as to maintenance bond as Required by N.J.S.A. 40A:11-16.3b	
<input checked="" type="checkbox"/> Consent of Surety as to a Labor and Material Payment Bond		<input checked="" type="checkbox"/> Submission of a Non-Collusion Affidavit (this form must be Notarized)	
		<input checked="" type="checkbox"/> Certification of Bidder showing that Bidder Owns, leases or controls any necessary equipment	
<input checked="" type="checkbox"/> Public Works Contractors Registration Act Certificate shall be in effect at time of bid as required by N.J.S.A. 34:11- 56.48 et seq.		<input checked="" type="checkbox"/> One (1) original and one (1) copy and 1 (one) USB drive copy of complete bid package	

**C. SIGNATURE; The undersigned hereby acknowledges and has submitted the above listed requirements**

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SECTION I****PROPOSAL****TOWNSHIP OF WILLINGBORO  
SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2  
CONTRACT NO. WTCEX 22027**

TO: THE TOWNSHIP OF WILLINGBORO

The undersigned hereby declares that he/she/they has/have carefully examined the specifications, plans and form of contract for the project named above; that he/she they has/have carefully examined the site of the project; and that he/she/they will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on the estimated quantities and will control in the awarding of the contract. It is further understood that the quantities stated in this Schedule of Prices for the various items are estimated only and may be increased or decreased. Payment will be made only for the actual quantity of authorized work done under each scheduled item.

It is further understood that the following procedure will be used to correct numerical discrepancies found in the Schedule of Prices following:

1. All Unit Prices and the Total Price for the entire contract shall be expressed in both words and figures, and in case of discrepancy, the written price shall govern over the price stated in figures.
2. If based on the above, it is found that the written Total Price for the entire contract is found to have been incorrectly computed, then changes will be made in any or all unit prices so as to attain conformity with said Total Price before the contract is executed.

The undersigned proposes to furnish all labor, materials and equipment required to construct and complete the structures and do other work complete in every detail, in accordance with plans, specifications and other contract documents prepared by Pennoni Associates Inc., Consulting Engineers, at and for the following Lump Sum Prices and Unit Prices:



**TOWNSHIP OF WILLINGBORO  
SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2  
CONTRACT NO. WTCEX 22027**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b>BASE BID</b>			
1.	51,403 Square Yards Variable Depth Mill, Minimum 2" Thick  Unit Price per Square Yard  _____ Dollars and _____ Cents	\$ _____	\$ _____
2.	470 Cubic Yards Roadway Excavation (Unclassified) (If and Where Directed)  Unit Price per Cubic Yard  _____ Dollars and _____ Cents	\$ _____	\$ _____
3.	51,403 Square Yards HMA 9.5M64 Surface Course, 2" Thick  Unit Price per Square Yard  _____ Dollars and _____ Cents	\$ _____	\$ _____
4.	746 Square Yards HMA 19M64 Base Course, 4" Thick  Unit Price per Square Yard  _____ Dollars and _____ Cents	\$ _____	\$ _____
5.	746 Square Yards DGA, 6" Thick  Unit Price per Square Yard  _____ Dollars and _____ Cents	\$ _____	\$ _____
6.	400 Tons HMA19M64 Base Course (If and Where Directed)  Unit Price per Ton  _____ Dollars and _____ Cents	\$ _____	\$ _____





**TOWNSHIP OF WILLINGBORO  
SEGMENT 4 ROADWAY IMPROVEMENTS PHASE 2  
CONTRACT NO. WTCEX 22027**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7.	396 Linear Feet Vertical Concrete Curb  Unit Price per Linear Foot  _____Dollars and _____Cents	\$_____	\$_____
8.	543 Linear Feet Concrete Gutter  Unit Price Per Linear Foot  _____Dollars and _____Cents	\$_____	\$_____
9.	693 Linear Feet Rolled Concrete Curb  Unit Price per Linear Foot  _____Dollars and _____Cents	\$_____	\$_____
10.	171 Square Yards Concrete Swale  Unit Price per Square Yard  _____Dollars and _____Cents	\$_____	\$_____
11.	1967 Square Yards Concrete Sidewalk, 4" Thick  Unit Price per Square Yard  _____Dollars and _____Cents	\$_____	\$_____
12.	600 Square Feet Detectable Warning Surface  Unit Price per Square Foot  _____Dollars and _____Cents	\$_____	\$_____



**TOWNSHIP OF WILLINGBORO  
SEGMENT 4 2025 ROADWAY IMPROVEMENTS  
CONTRACT NO. WTCEX 22027**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
13.	35 Unit Replace "B" Inlet Casting with "ECO" Head and Bicycle-Safe Grate (Includes Concrete and Asphalt Restorations)		
	Unit Price Per Unit _____Dollars and _____Cents	\$_____	\$_____
14.	1 Unit Reset Manhole Casting		
	Unit Price Per Unit _____Dollars and _____Cents	\$_____	\$_____
15.	1,713 Linear Feet Thermoplastic Striping, White, 4" Wide		
	Unit Price per Linear Foot _____Dollars and _____Cents	\$_____	\$_____
16.	2,584 Linear Feet Thermoplastic Striping, Yellow, 4" Wide		
	Unit Price per Linear Foot _____Dollars and _____Cents	\$_____	\$_____
17.	110 Linear Feet Thermoplastic Striping, White, 24" Wide		
	Unit Price per Linear Foot _____Dollars and _____Cents	\$_____	\$_____
18.	116 Linear Feet Thermoplastic Striping, White, 6" Thick		
	Unit Price per Linear Foot _____Dollars and _____Cents	\$_____	\$_____



**TOWNSHIP OF WILLINGBORO  
SEGMENT 4 2025 ROADWAY IMPROVEMENTS  
CONTRACT NO. WTCEX 22027**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
19.	3 Unit Thermoplastic Traffic Marking  Unit Price per Unit _____Dollars and _____Cents	\$ _____	\$ _____
20.	200 Tons HMA 9.5M64 Surface Course  Unit Price per Ton _____Dollars and _____Cents	\$ _____	\$ _____
21.	1 Lump Sum Allowance for Asphalt Price Adjustment for Hot Mix Asphalt, If needed  Unit Price per Lump Sum _____ <u>Five Thousand</u> _____ Dollars and _____ <u>Zero</u> _____ Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
22.	1 Lump Sum Allowance for Fuel Price Adjustment for Hot Mix Asphalt, If Needed  Unit Price per Lump Sum _____ <u>Five Thousand</u> _____ Dollars and _____ <u>Zero</u> _____ Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
23.	1 Lump Sum Asphalt Core and Plant Testing  Lump Sum Price  _____Dollars and _____Cents	\$ _____	\$ _____
 <b>TOTAL BASE BID</b>			
Contract WTCEX 22027			
Items 1-23			
_____Dollars			
and _____Cents		\$ _____	

**All Base Contract items must be bid.**

The Owner reserves the right to award the contract to the lowest responsive, responsible bidder based on the Base Bid.



**PROPOSAL (Continued)**

The undersigned hereby agrees to complete all work within the number of calendar days listed below from the date of notice to begin work, which will be forwarded to the Contractor by the ENGINEER. Contractor further agrees that the OWNER may, without recourse or other legal action, retain from the monies that are or may become due the amount stipulated below for each and every calendar day (Sundays and legal holidays excepted) that the completion of the work may be delayed beyond the time stipulated below. Such amount is hereby mutually agreed, not as a penalty, but as liquidated damages accruing to the OWNER due to such delay for extra costs due to engineering or other expenses. The schedule of completion dates and amount for liquidated damages are as follows:

<u>CONTRACT</u>	<u>CALENDAR DAYS TO COMPLETE</u>	<u>LIQUIDATED DAMAGES</u>
Contract No. WTCEX 22027		\$500.00/Day
Base Bid	One Hundred Twenty (120)	Base Bid and/or alternate(s)

There is enclosed herewith the required bid security (Cashier's Check, certified check, or bid bond) to the order of the TOWNSHIP OF WILLINGBORO in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and a duly executed consent from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required bond upon the award of contract.

Name and business address of bidder to whom all formal notices are to be sent:

---



---



---



---



---





**PROPOSAL (Continued)**

**CONTRACT NO. WTCEX 22027 CONTRACTOR**

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

---

---

---

---

---

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost and reference to name and address of client or engineer.)

---

(LIST UNDER "STATEMENT OF QUALIFICATIONS")

---

---

---

---

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address.)

---

---

---

---

---



**PROPOSAL (Continued)**

**CONTRACT NO. WTCEX 22027 SUBCONTRACTOR**

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

---

---

---

---

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost and reference to name and address of client or engineer.)

---

(LIST UNDER "STATEMENT OF QUALIFICATIONS")

---

---

---

---

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address.)

---

---

---

---

SUBCONTRACTOR: List Name, Address and Telephone Number:

---

---

---



**PROPOSAL (Continued)**

**CONTRACT NO. WTCEX 22027 INSTALLER QUALIFICATIONS**

The projects listed below have been constructed by the bidder or persons to be in responsible charge of this project.

**REFERENCES**

<u>Date of Completion</u>	<u>Owner &amp; Contact No.</u>	<u>Location</u>	<u>Engineer &amp; Contact No.</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The bidder attests to the fact that he or the subcontractor has crews trained and expert in the construction of the type specified.



**PROPOSAL (Continued)**

The undersigned states that the names and addresses of persons interested as principals in this Proposal are as follows:

(Write first name in full):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a partnership or corporation, give the names of all partners, or all officers of the corporation with the addresses of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDENDA:

The bidder acknowledges the receipt of Addenda enumerated below which have been issued subsequent to the original advertisement date and agrees that said Addenda shall become a part of this Contract.

<u>ADDENDUM NO.</u>	<u>ISSUING DATE</u>
_____	_____
_____	_____
_____	_____





**PROPOSAL (Continued)**

Upon request the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or any other bidder or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the OWNER or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and, that no member of the OWNER's Officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Bidder

By \_\_\_\_\_  
(Signature of Individual, Partner, or  
Officer Signing the Proposal)

(SEAL)

(Seal is required if Bidder  
is a corporation)

\_\_\_\_\_  
Title



**PROPOSAL (Continued)**

**BIDDER'S AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ )  
being duly sworn, deposes and says that he resides at

\_\_\_\_\_ )  
and that he is the \_\_\_\_\_ )  
(Give Title)

of \_\_\_\_\_ )

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest therein in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

\_\_\_\_\_  
Affiant

Subscribed and Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.



**PROPOSAL (Continued)**

DATE: \_\_\_\_\_, 20\_\_\_\_  
 OWNER: TOWNSHIP OF WILLINGBORO  
 CONTRACT NO(S): WTCEX 22027  
 CONTRACT TITLE(S): SEGMENT 4 ROAD IMPROVEMENTS PHASE 2

AFFIRMATIVE ACTION  
QUESTIONNAIRE AND INFORMATION FORM  
FOR  
CONSTRUCTION CONTRACTS

- 1.01 Please complete the following questions. In the event that your firm is awarded the Contract(s), this information will be used to provide your office with the necessary forms and will serve as a check list to insure that all required documentation is submitted.
- 1.02 DO NOT submit any documentation or complete any forms at this time. ONLY answer the questions and sign the certification.

=====

- 1. Does your firm have existing federally approved or sanctioned affirmative action program?  
 Yes      No  
 A. If YES, a photostatic copy of this approval will be required to be submitted to the Public Agency.
- 2. If your answer to Question No. 1 is NO, you will be required to submit a completed Project Manning Report, Form AA201-A (Building Construction or Form AA201-B (Heavy Construction). You will be required to distribute the copies as designated on the Form (2-Affirmative Action Office, 1-Public Agency, 1-retained by Contractor).  
 A. For construction projects with a total construction cost of less than \$50,000, the Project Manning Report will not be required except when requested by the Affirmative Action Office.
- 3. Subcontractors with four (4) or fewer employees are exempt from the requirements of Questions 1 and 2.



**PROPOSAL (Continued)**

- 1.03 Submission Schedule: If, a prior to or at the time the Public Agency submits a contract for signing, a Contractor does not submit evidence of an existing federally approved or sanctioned Affirmative Action Program, then no later than three (3) calendar days after Contractor signs the contract, the Contractor shall submit the required documentation. All documentation required by the Public Agency shall be submitted to the ENGINEER. All documentation required to be submitted to the State Affirmative Action Office shall be submitted directly to them.
- 1.04 The purpose of this questionnaire and information form is to provide general guidance to the Contractor. All responsibility for complying with the Affirmative Action Regulations (P.L. 1975, c. 127) rests solely with the Contractor.
- 1.05 I certify that all the above information is correct to the best of my knowledge.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





**PROPOSAL (Continued)**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the OWNER relies upon the truth of the statements contained in said proposal and in the Statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_  
(Name of Contractor) (N.J.S.A.52:34-15)

\_\_\_\_\_  
(Also type or print name of  
affiant under signature)

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My Commission Expires \_\_\_\_\_



**PROPOSAL (Continued)**

**RETURN OF BID SECURITY**

If bid security is returned at bid meeting, bidder or his representative must sign receipt below:

TO: THE TOWNSHIP OF WILLINGBORO  
PROJECT: SEGMENT 4 ROAD IMPROVEMENTS PHASE 2  
CONTRACT NO.: WTCEX 22027

I hereby acknowledge return of bid security submitted this date for the project noted above.

\_\_\_\_\_ Bidder  
Date

By \_\_\_\_\_

Bid Security Returns: ( ) Certified Check No. \_\_\_\_\_

( ) Bid Bond \_\_\_\_\_

( ) Cashier's Check No. \_\_\_\_\_

In the Amount of \_\_\_\_\_

All other bid securities will, at the appropriate time, be returned by CERTIFIED MAIL.



**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

TOWNSHIP OF WILLINGBORO  
 (Name of Local Contracting Unit)

SEGMENT 4 ROAD IMPROVEMENTS PHASE 2  
 (Name of Construction/Public Works Project)

WTCEX22027  
 (Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

**Acknowledgment by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Disclosure of Investment Activities in Iran

**Person or Entity**

### Part 1: Certification

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

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

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

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

**OR**

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

### Part 2: Additional Information





**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

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

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

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	





### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

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

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

*(Check the Appropriate Box)*

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

**OR**

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

**OR**

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

*(Attach Additional Sheets If Necessary.)*



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



**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

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

**OR**

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

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address



**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **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 completion of any contracts with the **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, permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

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





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

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

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

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



**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)     Non-Profit Corporation (skip Parts III and IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)     Partnership
- Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Township of Willingboro</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>Township of Willingboro</b> to notify the <b>Township of Willingboro</b> 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 <b>Township of Willingboro</b> , permitting the <b>Township of Willingboro</b> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	



PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of the <b>Organization listed above in Part I</b> . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Township of Willingboro</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award with the <b>Township of Willingboro</b> to notify the <b>Township of Willingboro</b> 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 of Willingboro** permitting the **Township of Willingboro** to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

\*\*Add additional sheets if necessary\*\*

**OR**

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

**Section B (skip if no business entities are listed in Section A of Part IV)**

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

\*\*Add additional Sheets if necessary\*\*

**OR**

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

**Section C – Part IV Certification**

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **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 the **Township of Willingboro** to notify the **Township of Willingboro** 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 of Willingboro**, permitting the **Township of Willingboro** to declare any contract(s) resulting from this certification void and unenforceable.

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







NJ Department of Transportation  
Division of Civil Rights & Affirmative Action

**DBE/ESBE/SBE REGULAR DEALER/SUPPLIER VERIFICATION FORM**  
(To be completed by DBE/ESBE/SBE firm)

Project Name:		DP Number
Bidder/Prime Contractor:		
DBE/ESBE/SBE Firm:	Address:	Phone Number
Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (include item number and estimate quantities when possible).		
If either question is marked "No", the Bidder/Prime Contractor cannot receive regular dealer credit for the services provided by the DBE/ESBE/SBE firm. Instead, the maximum credit that could be received would be the fee or commission the DBE/ESBE/SBE firm receives for its services. Before executing this form, read the "Guide for Counting DBE/ESBE/SBE Suppliers" on page 2 which includes the official question and answer issued by the United States Department of Transportation.		
Check one for each question		
1. Does your firm 'regularly' engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE/ESBE/SBE credit is being sought?	<input type="radio"/> Yes	<input type="radio"/> No
2. Is the role your firm will play on this specific contract be consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?	<input type="radio"/> Yes	<input type="radio"/> No
<b>Authorized Representative of DBE/ESBE/SBE Firm</b>		
The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE/ESBE/SBE firm, that the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a package, broker, manufacturer representative, or other person who arranges or expedites transactions, the the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and that this verification is made subject to the penalties of 49 CFR Part 26.		
Signature _____	Date _____	
Printed Name _____	Phone Number _____	
<b>Authorized Representative of Bidder/Prime Contractor</b>		
The undersigned individual hereby verifies the he/she is authorized to make this verification on behalf of the Bidder/Prime Contractor, that, to the best of his/her knowledge, information and belief, the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions and that this verification is made subject to the penalties of 49 CFR Part 26.		
Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.		
Signature _____	Date _____	
Printed Name _____	Phone Number _____	



Form CR-272 (07/2016)

**GUIDANCE FOR COUNTING DBE/ESBE/SBE REGULAR DEALER/SUPPLIERS**

- The official question and answer (q and a) issued by the United States Department of Transportation on December 9, 2011 as institutional guidance relative to regular dealers poses two questions that must both be answered 'yes' in order for the DBE/ESBE/SBE firm to receive regular dealer credit for materials supplied on federally-assisted transportation projects.
- Following is the official q and a in italics:
- *First, does the firm "regularly" engage in the purchase and sale or lease, to the general public in the usual course of its business, of products of the general character involved in the contract and for which DBE/ESBE/SBE credit is sought?*
  - *Answering this question involves attention to the activities of the business over time, both within and outside the context for the DBE/ESBE/SBE program.*
  - *The distinction to be drawn is between the regular sale or lease of the products in question and merely occasional or ad hoc involvement with them.*
  - *In answering this question, the New Jersey Department of Transportation will not insist that every single item the DBE/ESBE/SBE firm supplies be physically present in the firm's store, warehouse, etc. before it is sold to a contractor. However, the establishment in which the firm keeps items it sells to the general public should be more than a token location.*
  - *For example, a mere showroom, the existence of a hard-copy or on-line catalog, or the presence of small amounts of material that make questionable the ability of the firm to effectively supply quantities typically needed on a contract, are generally not sufficient to demonstrate that a firm regularly deals in the items.*
- *Second, is the role the firm plays on the specific contract in question consistent with the regular sale or lease of the products in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?*
  - *For example, a firm that regularly stocks and sells Product X may, on a particular contract, simply communicate a prime contractor's order for Product Y to the manufacturer, acting in a transaction expeditor capacity.*
  - *This means that a firm that acts as a regular dealer on one contract does not necessarily act as a regular dealer on other contracts. For example, a firm that acts as a regular dealer on Contract #1 may act simply as a "transaction expeditor" or "broker" on Contract #2. It would receive DBE/ESBE/SBE credit for 60 percent of the value of the goods supplied on Contract #1 while only receiving DBE/ESBE/SBE credit for its fee or commission on Contract #2.*
  - *In some circumstances, items are "drop-shipped" directly from a manufacturer's facility to a job site, never being in the physical possession of or transported by a supplier. In many such cases, the supplier's role may involve nothing more than contacting the manufacturer and placing a job-specific order for an item that the manufacturer then causes to be transported to the job site.*
  - *In such a situation, the supplier's role may often be better described as that of a "broker" or "transaction expeditor" (see 26.55(e)(2)(ii)(C) than as a "regular dealer." In such a case, DBE/ESBE/SBE credit is limited to the fee or commission the firm receives for its services. If the firm does not prove any commercially useful function (i.e., it is simply inserted as an extra participant in a transaction, then no DBE/ESBE/SBE credit can be counted.*
- The Department proposes that primes submit the two questions to DBE/ESBE/SBEs in writing. If the DBE/ESBE/SBE firm answers 'yes' to both questions, then the written documentation would be taken into account in the Department's good faith effort determination in accordance with Section 26.53 of the federal DBE/ESBE/SBE regulation set forth in Title 49 Code of Federal Regulations Part 26.
- If it were later determined that the DBE/ESBE/SBE misrepresented itself or erroneously concluded that it was acting as a regular dealer, the Department would strongly consider this documentation in evaluating the actions of the prime and in determining whether the prime exercised reasonable due diligence by obtaining a written regular dealer confirmation from the DBE/ESBE/SBE even though it later turned out to be false.
- Participation would still have to be revised, but the Department will fully consider the written documentation in its good faith effort review.
- The Department reserves the right to address any misrepresentation by the DBE/ESBE/SBE firm or the prime consistent with the "Contract Special Provisions" and other requirements and procedures for determinations of whether a contractor has acted responsibly.





Form CR-273 (12/2016)

**New Jersey Department of Transportation  
Confirmation of DBE/ESBE/SBE Firm  
TO BE COMPLETED BY DBE/ESBE/SBE FIRM**

Name of DBE/ESBE/SBE Firm: \_\_\_\_\_  
 DBE/ESBE/SBE Firm's Contact Information: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 NJDOT Project Name: \_\_\_\_\_  
 DP Number (provided by Bidder): \_\_\_\_\_  
 Bidder (Prime): \_\_\_\_\_  
 Proposed Start Date of DBE/ESBE/SBE Firm's Work: \_\_\_\_\_  
 Proposed Dollar Amount of DBE/ESBE/SBE Work if Contract is awarded to Bidder (Prime): \_\_\_\_\_  
 Proposed DBE/ESBE/SBE Work Items, Including Item Descriptions \_\_\_\_\_

Please answer each question listed below		Yes	No
If this project is awarded to the Bidder/Prime Contractor listed, do you verify your intent to complete the proposed subcontract work items?		<input type="checkbox"/>	<input type="checkbox"/>
Are all of your employees carried on your firm's payroll?		<input type="checkbox"/>	<input type="checkbox"/>
Is your firm's equipment registered in your name?		<input type="checkbox"/>	<input type="checkbox"/>
If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?		<input type="checkbox"/>	<input type="checkbox"/>
Will the equipment you use display your firm's name or logo?		<input type="checkbox"/>	<input type="checkbox"/>
Is you Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?		<input type="checkbox"/>	<input type="checkbox"/>
Are any of your firm's employees also working for the Bidder/Prime Contractor?		<input type="checkbox"/>	<input type="checkbox"/>
<b>For Truckers Only:</b> Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?		<input type="checkbox"/>	<input type="checkbox"/>
<b>For Suppliers Only:</b> Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?		<input type="checkbox"/>	<input type="checkbox"/>

Title: \_\_\_\_\_

Signature of DBE/ESBE/SBE Firm Representative

Date: \_\_\_\_\_

I certify that the foregoing statements and information made are true. I am aware that if of the foregoing statements made are willfully false, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, \_\_\_\_\_ and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.



Form CR-274 (08/2016)

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DBE/ESBE/SBE TRUCKING VERIFICATION**

This commitment is subject to the award and receipt of a signed contract from the New Jersey Department of Transportation for the subject project. Note that copies of all supporting documents must be attached.

Project Name:			
Bidder/Prime Contractor Name:			
Address:			County
Telephone Number:	E-mail Address:		DP Number:
Trucking Firm Name:			
Address:			Telephone Number:

The DBE/ESBE/SBE Trucking Firm will perform the following described work on the project:

Bid Items	Item Description	Unit	Unit Price	Quantity	Total
			\$		\$
			\$		\$
			\$		\$
			\$		\$
<b>Total Commitment Amount (Amount of DBE/ESBE/SBE Subcontract):</b>					<b>\$</b>

Location(s) material will be transported: \_\_\_\_\_

Total number of fully operational DBE/ESBE/SBE owned trucks to be used on contract: \_\_\_\_\_

First Tier DBE/ESBE/SBE Trucking Firm			
Number of trucks owned: _____			
Specify ALL Vehicle information:			
Vehicle Identification Number (VIN)	Year	Make	Model



Form CR-274 (07/2016)

Project Name:		
Bidder/Prime Contractor:	Trucking Firm:	DP Number:

If owner/operator or additional trucking firms are to be used, provide the following information:

Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a DBE/ESBE/SBE: \_\_\_\_\_

*Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.  
(Note: Subcontracting is different from leasing as it relates to trucking.)*

DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a non-DBE/ESBE/SBE: \_\_\_\_\_

*Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.  
(Note: Subcontracting is different from leasing as it relates to trucking.)*

NON-DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Under 49C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Print Name: \_\_\_\_\_

First Tier DBE/ESBE/SBE Signature: \_\_\_\_\_

Date: \_\_\_\_\_



### **DBE/ESBE/SBE TRUCKING VERIFICATION**

**The attached DBE/ESBE/SBE Trucking Firm Verification Form must be completed and signed by the 1<sup>st</sup> Tier DBE/ESBE/SBE.**

**Make duplicate copies for additional subcontractors as needed.**

- DBE/ESBE/SBE's must provide information for all DBE/ESBE/SBE & Non-DBE/ESBE/SBE trucking firms that it will contract or lease from.
  - Subcontracting to a Non-DBE/ESBE/SBE trucker means that the Non-DBE/ESBE/SBE will perform a portion of the DBE/ESBE/SBE firm's subcontract.
  - 2nd Tier DBE/ESBE/SBE trucking firms must perform 100% of their total subcontract value.
- For Non-DBE/ESBE/SBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
  - All DBE/E-leased trucks are required to reflect the DBE/ESBE/SBE firm's company name and identification number.

**Copies of the following items must be attached for ALL trucks owned by the DBE/ESBE/SBE:**

- Proof of ownership: title(s) or finance agreement(s)
- Registration card(s)
- Insurance card(s)
- Hazardous waste license(s), if applicable
- Apportioned cab card(s), if applicable

**Copies of the following items must be attached for all DBE/ESBE/SBE and non-DBE/ESBE/SBE trucks leased by the DBE/ESBE/SBE:**

- Lease agreement(s)
- Title(s)
- Registration card(s)
- Insurance card(s)
- Hazardous waste license(s), if applicable
- Apportioned cab card(s), if applicable





**SECTION J**

**CONTRACT DOCUMENTS**

**\* \* \***

**PERFORMANCE, PAYMENT, AND TWO-YEAR MAINTENANCE BOND**



CONTRACT

THIS AGREEMENT, made and executed at the Township of Willingboro,  
Burlington County, New Jersey, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the Township of Willingboro, hereinafter called the OWNER and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the "Contractor."

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the OWNER for the prices stipulated in and proposal herein contained or hereunto annexed and under the penalty expressed in bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools and appliances and shall execute, construct and finish and test in expeditious and workmanlike manner, the

Township of Willingboro  
\_\_\_\_\_

Contract No. WTCEX 22027  
\_\_\_\_\_

\_\_\_\_\_

and appurtenances commencing the work within ten (10) days from the date of notice from the office of the ENGINEER to commence work and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specifications herein contained or hereunto attached and in accordance with the contract drawings of said work on file in the office of the OWNER and all to the acceptance of the said OWNER.



CONTRACT (Continued)

The Contractor shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times in such order as the ENGINEER may direct. Further, he shall complete the whole of said work through final restoration in accordance with the specifications and contract drawings to the satisfaction of the OWNER, and within the calendar days specified within the Proposal section from the date of notice to begin work, and in default of completion within the time as fixed, the Contractor shall pay the OWNER an amount equal to Five Hundred Dollars (\$500.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed, in the manner and as stipulated. Contract period, as stated, acknowledges delay time for delivery of equipment and extension of Contract period will be allowed as appropriate.

The OWNER shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said work, release the Contractor from the obligation to finish the said work within the time aforesaid or from the damages to be paid in default thereof.

Name and address of each person or company interested in the Contract:

---

---

---

---

---

It is hereby mutually agreed that the OWNER is to pay and the Contractor is to receive the prices stipulated in the Proposal herein contained or hereto annexed, as full compensation for furnishing all materials and labor in building, constructing and testing, and in all respects completing the herein specified and for fully complying with the terms and conditions of this Contract.



## CONTRACT (Continued)

The status of the Contractor in the work to be performed by him under the Contract is that of an independent contractor. As such, the work, in every respect, from the execution of the Contract and during progress of the work thereunder, and until final acceptance, shall be under the charge and in care of the Contractor and at his risk. He shall properly safeguard against any or all injury to the public, the public and private property, materials and things, and, as such, the Contractor alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of said work without regard to whether the Contractor, his subcontractors, agents or employees, have been negligent. The Contractor shall keep the OWNER and ENGINEER free and discharged of any and all responsibility and liability therefor of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any State, County or local laws, statutes, ordinances or any and all rules and regulations promulgated thereunder. The Contractor shall indemnify and save harmless the OWNER and ENGINEER and all of the respective officers, agents and employees from all liability or suits or actions at law or in equity of any kind whatsoever arising from the failure of the Contractor to comply with the terms and conditions of the Contract, the plans and specifications or State statutes or local ordinances or any rules and regulations promulgated, in accordance with the provisions of such statutes or ordinances by the State of New Jersey or any municipality thereof or by any department or agency of any or all thereof, and the Contractor shall, if required by the OWNER or ENGINEER, produce evidence of settlement of any such action before final payment under the Contract shall be made by the OWNER.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance, issued in the name of the OWNER as will protect the OWNER from contingent liability under this Contract and the OWNER's right to enforce against the Contractor any provision of this article shall be contingent upon the full compliance by the OWNER with the terms of such insurance policy or policies, a copy of which shall be deposited with the OWNER.

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (N.J.S.A. 10:53-1 et seq., N.J.A.C. 17:27)**

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 so 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. 17:27-7.3

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 10 of the Administrative Code at N.J.A.C. 17:27.**





CONTRACT (Continued)

Subject to the applicable provisions of the law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

In witness whereof: The parties hereto have executed this Agreement the day and year first mentioned above.

Attest \_\_\_\_\_  
Everett Falt  
Clerk

By \_\_\_\_\_  
Kaya McIntosh  
Mayor

(SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Firm

Attest \_\_\_\_\_

By \_\_\_\_\_  
Principal of Contracting Firm

(SEAL)



CONTRACT (Continued)

ACKNOWLEDGMENT OF THE MAYOR  
(FOR EXECUTION OF CONTRACT)

STATE OF NEW JERSEY    )  
  )  
COUNTY OF Burlington    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally came and appeared Kaya McIntosh to me known, who, being by me duly sworn, did depose and say that she is the Mayor of the Township of Willingboro described in and who executed the foregoing instrument; that she knows the seal of the said Municipality; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the said Municipality and she signed her name thereto by like order.

\_\_\_\_\_ (SEAL)  
Notary Public

ACKNOWLEDGMENT OF THE CLERK  
(FOR EXECUTION OF CONTRACT)

STATE OF NEW JERSEY    )  
  )  
COUNTY OF Burlington    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally came and appeared Everett Falt, to me known to be the Clerk of the Township of Willingboro, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of the said Municipality.

\_\_\_\_\_ (SEAL)  
Notary Public













CONTRACT (Continued)

PERFORMANCE, PAYMENT, AND TWO-YEAR MAINTENANCE BOND

CONTRACT NO. WTCEX 22027

BOND NO.

Know all men by these presents, that we, the undersigned \_\_\_\_\_, as principal and \_\_\_\_\_, as sureties, are hereby held and firmly bound unto the Township of Willingboro 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 of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the Township of Willingboro, which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; and shall continue said obligation for two years from the date of completion and acceptance of the work to be performed under the said contract to guarantee against defects in the work which, in the judgement of the obligee or its successors or assigns having jurisdiction in the premises, are caused by defective or inferior materials and/or workmanship, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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



CONTRACT (Continued)

The Principal and the Surety agree that in case of default in and/or any action arising out of this Bond, the Obligee or any person, association, partnership and/or corporation who shall be entitled to institute and maintain an action upon this Bond, as above provided, may use, for the purpose of the establishment of the claim, a copy of this Bond, duly certified by the Obligee to be true and correct; and the Principal and the Surety agree that any action instituted upon any part of this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.

Each reference in this Bond to the Obligee shall also include the officers, employees and representatives of said Obligee.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS THEREOF THE said Principal and Surety have duly executed this Bond in triplicate under seal and day and year first above written.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Principal

Attest: \_\_\_\_\_

By \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

Attest: \_\_\_\_\_

By \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Title of Officer

(SEAL)



















STATE OF NEW JERSEY  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance - Public Contracts Section  
PO Box 389  
Trenton, NJ 08625-0389

### **PREVAILING WAGE RATE DETERMINATION**

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

#### **Prevailing Wage Rate**

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

**W** = Wage Rate per Hour

**B** = Fringe Benefit Rate per Hour\*

**T** = Total Rate per Hour

\* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

#### **Apprentice Rate Schedule**

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

## Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

## Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

*No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.*

## Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

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

**County - BURLINGTON**

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

	03/01/24
Journeyman (Mechanic)	W45.23 B30.03 T75.26

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

**County - BURLINGTON**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/12/24
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									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Boilermaker                      COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - 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.

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

**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 preceding Friday, Sunday holidays observed the following Monday.



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

**County - BURLINGTON**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

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

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - BURLINGTON**

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

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

**County - BURLINGTON**

**Craft: Carpenter                      PREVAILING WAGE RATE**

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

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Carpenter                      COMMENTS/NOTES**

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

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**County - BURLINGTON**

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

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

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

**County - BURLINGTON**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

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

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

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

INTERVAL      PERIOD AND RATES  
 Yearly    40%    55%    65%    80%  
 Benefits   59.25% of apprentice wage rate for all intervals + \$0.48.

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - 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.

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

**County - BURLINGTON**

**Craft: Carpenter-Residential Construction**

**PREVAILING WAGE RATE**

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

**Craft: Carpenter-Residential Construction**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Carpenter-Residential Construction**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**RESIDENTIAL CONSTRUCTION:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - 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.



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

**County - BURLINGTON**

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

See " Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**

**COMMENTS/NOTES**

\*\*\*See " Bricklayer, Stone Mason" Rates

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

**County - BURLINGTON**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

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

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - BURLINGTON**

Veterans' Day, Thanksgiving Day, Christmas Day.



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

**County - BURLINGTON**

**Craft: Dockbuilder/Pile Driver**

**PREVAILING WAGE RATE**

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

**Craft: Dockbuilder/Pile Driver**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Dockbuilder/Pile Driver**

**COMMENTS/NOTES**

NOTE: The following shall be required for type of work indicated-

- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an apprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one journeyman on drilled or bored soldier piles.
- There shall be not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be not less than one journeyman per rig on all earth retention tie-back and anchors.

Creosote Handling:

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

Hazardous Material Work:

- On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.
- A Dockbuilder/Pile Driver working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

**FOREMAN REQUIREMENTS:**

- When there are 3 or more Dockbuilders/Pile Drivers on a job, 1 shall be designated as a Foreman.

**SHIFT WORK:**

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

**County - 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.

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

**County - BURLINGTON**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

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

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - BURLINGTON**

**Craft: Electrician - North**

**PREVAILING WAGE RATE**

	07/01/24
Asst. General Foreman	W70.40 B47.07 T117.47
Crane Operator, High Voltage Splicer, Welder	W64.51 B43.21 T107.72
Foreman	W67.45 B45.14 T112.59
General Foreman	W76.25 B50.90 T127.15
Journeyman	W58.65 B39.37 T98.02

**Craft: Electrician - North**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>										
Yearly	17.07	22.76	28.45	34.13	42.67						
Benefits	65.5% of	Apprentic	Wage	Rate	+ \$0.76						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Electrician - North**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 7-1-24:

INTERVAL	PERIOD AND RATES				
Yearly	17.60	23.46	29.33	35.19	43.99
Benefits	65.5% of Apprentice Wage Rate + \$0.96				

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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



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

**County - BURLINGTON**

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.

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

**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 Splicer	W53.69 B47.73 T101.42
Lead Foreman	W61.74 B53.91 T115.65
Working Foreman, Welder, Crane Operator (all types)	W56.37 B49.79 T106.16

**Craft: Electrician - South**

**APPRENTICE RATE SCHEDULE**

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

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

**County - BURLINGTON**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**\*\*MUNICIPALITIES COVERED:**

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

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

**County - BURLINGTON**

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

**PREVAILING WAGE RATE**

	05/02/23	09/01/24
Assistant General Foreman	W53.45 B35.55 T89.00	W54.75 B36.82 T91.57
Foreman	W48.75 B32.49 T81.24	W49.93 B33.66 T83.59
General Foreman	W55.59 B36.95 T92.54	W56.94 B38.25 T95.19
Journeyman Technician	W42.76 B28.59 T71.35	W43.80 B29.65 T73.45
Lead Foreman	W50.88 B33.88 T84.76	W52.12 B35.10 T87.22
Working Foreman	W46.60 B31.09 T77.69	W47.74 B32.23 T79.97

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

**APPRENTICE RATE SCHEDULE**

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

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

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 9-1-24;

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

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

**FOREMAN REQUIREMENTS:**

- 1 to 10 workers- 1 Working Foreman
- 11 to 20 workers- 1 Working Foreman and 1 Foreman
- 21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman
- 31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman
- 41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman
- 51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman

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

**County - BURLINGTON**

61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman  
71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman  
81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman  
91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

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

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.

- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.

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

OVERTIME:

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

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

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

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

County - BURLINGTON

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

**PREVAILING WAGE RATE**

	07/01/24
Assistant General Foreman	W70.40 B47.07 T117.47
Foreman	W67.45 B45.13 T112.58
General Foreman	W76.25 B50.90 T127.15
Journeyman Technician	W58.65 B39.37 T98.02
Lead Foreman	W67.45 B45.13 T112.58
Working Foreman	W67.45 B45.13 T112.58

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

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	17.07	22.76	28.45	34.13	42.67					
Benefits	65.5% 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 7-1-24:

INTERVAL	PERIOD AND RATES				
Yearly	17.60	23.46	29.33	35.19	43.99
Benefits	65.5% of Apprentice Wage Rate + \$0.96				

NOTES:

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

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

FOREMAN REQUIREMENTS:

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

**County - BURLINGTON**

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.

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

**County - BURLINGTON**

**Craft: Electrician - Teledata - South (15 Voice/Data Lines & Less)**

**PREVAILING WAGE RATE**

	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)	W47.31 B36.98 T84.29
Technician A/Foreman (11-20 Workers on job)	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**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.65	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



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

**County - BURLINGTON**

benefits.

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

=> See "Electrician - South" for the list of municipalities covered by these rates.

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

**County - BURLINGTON**

**Craft: Electrician - Teledata - South (16 Instruments & More)**

**PREVAILING WAGE RATE**

**Craft: Electrician - Teledata - South (16 Instruments & More)**

**COMMENTS/NOTES**

\*\*\*See "Electrician - South" Rates\*\*\*

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

**County - BURLINGTON**

**Craft: Electrician- Outside Commercial- North**

**PREVAILING WAGE RATE**

	07/01/24
Assistant General Foreman	W70.40 B46.47 T116.87
Crane Operator, High Voltage Splicer, Welder	W64.51 B43.31 T107.82
Foreman	W67.45 B44.57 T112.02
General Foreman	W76.25 B50.25 T126.50
Groundman, Truck & Winch Operator- Level I	W17.60 B12.34 T29.94
Groundman, Truck & Winch Operator- Level II	W23.46 B16.13 T39.59
Groundman, Truck & Winch Operator- Level III	W29.33 B19.92 T49.25
Groundman, Truck & Winch Operator- Level IV	W38.12 B25.60 T63.72
Groundman, Truck & Winch Operator- Level V	W46.92 B31.30 T78.22
Heavy Equipment Operator	W58.65 B38.88 T97.53
Journeyman Lineman	W58.65 B38.88 T97.53

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

**County - BURLINGTON**

**Craft: Electrician- Outside Commercial- North**

**APPRENTICE RATE SCHEDULE**

<b>INTERVAL</b>	<b>PERIOD AND RATES</b>									
6 Months	34.13	36.98	39.82	42.67	45.51	48.36	51.20			
Benefits	64.65% of	Apprentic	Wage	Rate	+ \$0.76					

**Craft: Electrician- Outside Commercial- North**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 7-1-24:

INTERVAL	PERIOD AND RATES									
6 Months	35.19	38.12	41.06	43.99	46.92	49.85	52.79			
Benefits	64.65% of Apprentice Wage Rate + \$0.96									

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

**SHIFT DIFFERENTIALS:**

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.  
 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

**FOREMAN REQUIREMENTS:**

When there are 2 or more electricians on the job, 1 shall be designated a Foreman.  
 1 additional Foreman shall be designated for every 10 additional electricians.  
 When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.  
 An Assistant General Foreman shall be designated for every 50 electricians working on the job.

**OVERTIME:**

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

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - BURLINGTON**

**Craft: Electrician- Outside Commercial- South**

**PREVAILING WAGE RATE**

	10/02/23
Assistant General Foreman	W64.43 B55.92 T120.35
Foreman	W60.13 B52.58 T112.71
General Foreman	W69.80 B60.08 T129.88
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W26.85 B26.74 T53.59
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W37.58 B35.08 T72.66
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W45.64 B41.34 T86.98
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W21.48 B1.31 T22.79
Journeyman Lineman	W53.69 B47.58 T101.27
Lead Foreman	W61.74 B53.82 T115.56
Working Foreman	W56.37 B49.66 T106.03

**Craft: Electrician- Outside Commercial- 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**

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

**County - BURLINGTON**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

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

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

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

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

OVERTIME:

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

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

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

**County - BURLINGTON**

**Craft: Electrician-Utility Work (North)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (North)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

**Craft: Electrician-Utility Work (North)**

**COMMENTS/NOTES**

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

\* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

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

**County - BURLINGTON**

**Craft: Electrician-Utility Work (South)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (South)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	32.52	35.23	37.94	40.65	43.36	46.07	48.78			
Benefits	28.97	30.65	32.31	33.98	35.69	37.36	39.02			

**Craft: Electrician-Utility Work (South)**

**COMMENTS/NOTES**

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.



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

**County - 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) over 5 years	W68.97 B44.70 T113.67
Mechanic (Journeyman) under 5 years	W68.97 B43.32 T112.29
Mechanic in Charge (Foreman) over 5 years	W77.59 B45.39 T122.98
Mechanic in Charge (Foreman) under 5 years	W77.59 B43.84 T121.43
Probationary Helper (1st 6 months)	W34.49 B41.25 T75.74

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

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

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

**County - BURLINGTON**

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

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

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

**County - BURLINGTON**

**Craft: Glazier                      PREVAILING WAGE RATE**

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

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

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

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

**Craft: Glazier                      COMMENTS/NOTES**

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

**FOREMAN REQUIREMENT:**

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

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

**SHIFT DIFFERENTIALS:**

- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

**OVERTIME:**

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$46.36/hr.

Double time = \$55.22/hr.

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

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

**County - BURLINGTON**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	05/01/24
Foreman (11-20 workers)	W65.30 B46.03 T111.33
Foreman (1-5 workers)	W62.34 B46.03 T108.37
Foreman (21-49 workers)	W68.27 B46.03 T114.30
Foreman (50+ workers)	W71.25 B46.03 T117.28
Foreman (6-10 workers)	W63.53 B46.03 T109.56
Journeyman	W59.37 B46.03 T105.40

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%
Benefits	35.54	35.54	Intervals	3 to 10 =	39.79					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

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

**County - BURLINGTON**

**OVERTIME:**

- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays and holidays (except Labor Day), shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

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

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

**County - BURLINGTON**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	05/01/24
Material Handler - 1st Level	W32.62 B23.87 T56.49
Material Handler - 2nd Level	W47.46 B23.77 T71.23
Mechanic (Journeyman)	W59.37 B46.03 T105.40

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

NOTE: These rates apply ONLY to the REMOVAL of insulation containing asbestos from mechanical systems, including containment erection and demolition, and the placing of material in appropriate containers.

**JOB TITLES:**

- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler - 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler - 1st Level: up to 3,000 hours of asbestos removal experience

**RATIOS:**

- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

**SHIFT DIFFERENTIALS:**

- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus \$0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus \$0.50 per hour.

**OVERTIME:**

- Hours in excess of 40 per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits.
- All hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits.
- All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

**County - BURLINGTON**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W64.29 B35.91 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W66.79 B35.91 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.29 B35.91 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.10	21.26	27.88							

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as bridges.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - 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.



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

**County - BURLINGTON**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W53.03 B33.56 T86.59	W0.00 B0.00 T88.59	W0.00 B0.00 T90.59
General Foreman	W55.53 B33.56 T89.09	W0.00 B0.00 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.03 B33.56 T81.59	W0.00 B0.00 T83.59	W0.00 B0.00 T85.59

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

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

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - 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.

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

**County - BURLINGTON**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W54.08 B33.21 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W56.58 B33.21 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.08 B33.21 T82.29	W0.00 B0.00 T84.29	W0.00 B0.00 T86.29

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.10	21.26	27.88							

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

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - 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.

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

**County - BURLINGTON**

**Craft: Ironworker**

**PREVAILING WAGE RATE**

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

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Ironworker**

**COMMENTS/NOTES**

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

**SHIFT DIFFERENTIALS:**

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

**OVERTIME:**

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

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

**County - BURLINGTON**

- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.

- Benefits on overtime hours shall be paid at the following rates:

For Rod/Mesh and Structural-

When wages are time and one-half, benefits = \$44.58.

When wages are double, benefits = \$50.44.

For Fence and Guardrail-

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

When wages are double, benefits = \$48.88.

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

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

**County - BURLINGTON**

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

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

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	24.47	28.55	32.62	36.70						
Benefit	22.31	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**COMMENTS/NOTES**

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

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

**County - BURLINGTON**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

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

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Laborer - Building**

**COMMENTS/NOTES**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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



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

**County - BURLINGTON**

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

**OVERTIME:**

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

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

- Benefits on ALL overtime hours shall be paid at time and one-half.

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

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

**County - BURLINGTON**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	23.98	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

Heavy & General Laborer rates are located in the "Statewide" rate package.

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

**County - 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**

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

Ratio of Apprentices to Journeymen-

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

**Craft: Laborer-Residential and Modular Construction**

**COMMENTS/NOTES**

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

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

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

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

**County - BURLINGTON**

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

**OVERTIME:**

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOILDAYS:**

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.





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

**County - BURLINGTON**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

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

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

**County - BURLINGTON**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/01/23
Apprentice (1st year)	W29.89 B15.70 T45.59
Apprentice (2nd year)	W34.10 B26.65 T60.75
Foreman (Charge Person)	W43.10 B27.43 T70.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W38.33 B27.43 T65.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W42.10 B27.43 T69.53

**Craft: Painter - Line Striping**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

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



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

**County - BURLINGTON**

**Craft: Paperhanger                      PREVAILING WAGE RATE**

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

**Craft: Paperhanger                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME RC	IAL	PAINTER						

**Craft: Paperhanger                      COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - BURLINGTON**

**Craft: Pipefitter                      PREVAILING WAGE RATE**

\*\*\* see PLUMBER Rates\*\*\*

**Craft: Pipefitter                      COMMENTS/NOTES**

\*\*\*See PLUMBER Rates\*\*\*

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

**County - BURLINGTON**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See "Cement Mason" Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

\*\*\*See CEMENT MASON Rates\*\*\*



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

**County - BURLINGTON**

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

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

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

**MUNICIPALITIES COVERED:**

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



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

**County - BURLINGTON**

Washington Twp., Woodland Twp., Willingboro Twp.

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

**County - BURLINGTON**

**Craft: Roofer                      PREVAILING WAGE RATE**

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

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer                      COMMENTS/NOTES**

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

**OVERTIME:**

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

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



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

**County - BURLINGTON**

**Craft: Roofer - Shingle, Slate & Tile**

**PREVAILING WAGE RATE**

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

**Craft: Roofer - Shingle, Slate & Tile**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer - Shingle, Slate & Tile**

**COMMENTS/NOTES**

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

**OVERTIME:**

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

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

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

**County - BURLINGTON**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

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

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	50%	55%	60%	65%	70%	75%	80%	90%		
Benefits	22.99	23.07	23.14	23.33	24.32	24.40	24.47	24.63		

**Ratio of Apprentices to Journeymen - 1:2**

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**HAZARDOUS DUTY:**

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

**FOREMAN REQUIREMENTS:**

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

**OVERTIME:**

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

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



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

**County - 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 = \$55.09.

Double-time = \$62.39.

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



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

County - BURLINGTON

**Craft: Tile Worker                      PREVAILING WAGE RATE**

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

**Craft: Tile Worker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Worker                      COMMENTS/NOTES**

NOTE: These rates also apply to Terrazzo and Marble work.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

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

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

**County - BURLINGTON**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

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

**Craft: Truck Driver**

**COMMENTS/NOTES**

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

HAZARDOUS WASTE REMOVAL WORK:

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

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

SHIFT DIFFERENTIAL:

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

**County - 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 \$48.74.

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

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



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

**County - BURLINGTON**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

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

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

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

OVERTIME: Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate. Benefits on overtime shall be \$48.74.

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

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

**County - BURLINGTON**

**Craft: Welder                      PREVAILING WAGE RATE**

Welder

**Craft: Welder                      COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .

# STATEWIDE RATES

**OPERATING ENGINEERS**    **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

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



**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -  
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
51.63	39.15	90.78	93.28

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
49.05	39.15	88.20	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

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

OPERATING ENGINEERS     Rates Expiration Date :

Effective Dates:

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

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
55.34	39.15	94.49	96.99

**CLASSIFICATIONS:**

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
55.34	39.15	94.49	96.99

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including propane, natural gas, and flow-type units)

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
66.97	39.15	106.12	108.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
65.97	39.15	105.12	107.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
62.47	39.15	101.62	104.12

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
64.97	39.15	104.12	106.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
61.47	39.15	100.62	103.12

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.



STRUCTURAL STEEL ERECTION     Rates Expiration Date :

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
60.04	39.15	99.19	101.69

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
57.38	39.15	96.53	99.03

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
55.85	39.15	95.00	97.50

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
52.09	39.15	91.24	93.74

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

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

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
49.05	39.15	88.20	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

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

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
68.99	39.15	108.14	110.64

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
67.33	39.15	106.48	108.98

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
64.49	39.15	103.64	106.14

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
62.83	39.15	101.98	104.48

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY  
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.49	39.15	103.64	106.14

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST      Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

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

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

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

**CLASSIFICATIONS:**

Driller's Helper

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

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

**CLASSIFICATIONS:**

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



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

**Effective Dates:**

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

**CLASSIFICATIONS:**

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

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

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

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

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

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

TERRITORY  
ENTIRE STATE

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

FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

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

**CLASSIFICATIONS:**

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

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

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

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

<b>07/01/2024</b>			<b>07/01/2025</b>
Rate	Fringe	Total	Total
52.38	39.15	91.53	94.03

**CLASSIFICATIONS:**

Driller's Helper

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

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
45.26	15.22	60.48

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
39.14	14.79	53.93

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
36.84	14.63	51.47

**CLASSIFICATIONS:**

Certified Welder

**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

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

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

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.10	37.33	87.43	90.88	94.13

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

**CLASSIFICATIONS:**

Screedman



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

**Effective Dates:**

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

**CLASSIFICATIONS:**

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

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

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

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

**CLASSIFICATIONS:**

Raker, Luteman

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**     **Rates Expiration Date :**

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

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

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

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
36.28	33.49	69.77

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
46.25	33.49	79.74

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
52.66	33.49	86.15

**CLASSIFICATIONS:**

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

**"D" Rate:**

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

**"C" Rate:**

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

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

"B" Rate:

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

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

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

**Effective Dates:**

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

**CLASSIFICATIONS:**

TRAFFIC CONTROL COORDINATOR Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

**Effective Dates:**

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

**CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

**Effective Dates:**

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

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
53.80	37.33	91.13	94.58	97.83

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
54.55	37.33	91.88	95.33	98.58

**CLASSIFICATIONS:**

general foreman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

**CLASSIFICATIONS:**

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

PIPELINE - MAINLINE TRANSMISSION     Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

**PER DIEM PAYMENT:**

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

**NOTES:**

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

**OVERTIME:**

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

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

**Effective Dates:**

06/13/2024		
Rate	Fringe	Total
57.34	35.90	93.24

**CLASSIFICATIONS:**

Pipeline Journeyman Welder



TERRITORY  
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

06/13/2024

Rate	Fringe	Total
57.34	35.90	93.24

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

06/13/2024

Rate	Fringe	Total
33.84	25.02	58.86

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**     **Rates Expiration Date :**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
64.70	31.84	96.54

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
64.70	31.84	96.54

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
41.00	23.56	64.56

**CLASSIFICATIONS:**

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

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

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

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

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH      Rates Expiration Date :

Effective Dates:

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

**CLASSIFICATIONS:**

Asphalt Laborer

**ELECTRICIAN- UTILITY WORK (NORTH)**     **Rates Expiration Date :**

Electrician-Utility Work (North)

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

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

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

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

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

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	<b>12/03/2023</b>		<b>12/01/2024</b>
Rate	Fringe	Total	Total
62.94	43.42	106.36	109.56

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	<b>12/03/2023</b>		<b>12/01/2024</b>
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

**CLASSIFICATIONS:**

Journeyman Lineman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
57.00	39.33	96.33	99.21

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
49.88	34.41	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
74.23	51.21	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
68.29	47.12	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
66.51	45.89	112.40	115.76

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
48.10	33.18	81.28	83.72

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

**CLASSIFICATIONS:**

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
38.60	26.63	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
35.63	24.58	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman



**ELECTRICIAN- UTILITY WORK (SOUTH)**    **Rates Expiration Date :**

Electrician-Utility Work (South)

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

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

Atlantic City Electric.

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

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

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

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

**OVERTIME:**

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

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

**RECOGNIZED HOLIDAYS:**

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

**WORKING RULES:**

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

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
69.38	57.15	126.53

**CLASSIFICATIONS:**

General Foreman

**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

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
43.36	41.09	84.45

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
37.94	37.71	75.65

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
35.23	36.05	71.28

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
32.52	34.37	66.89

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
29.81	32.69	62.50

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/03/2023

Rate	Fringe	Total
23.85	29.03	52.88

**CLASSIFICATIONS:**

Flagman

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

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
78.08	37.33	115.41	119.68	123.81

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
77.63	37.33	114.96	119.23	123.36

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

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

**Effective Dates:**

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.88	37.33	114.21	118.48	122.61

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
80.63	37.33	117.96	122.23	126.36

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.05	37.33	113.38	117.66	121.78

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.53	37.33	112.86	117.13	121.26

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.30	37.33	112.63	116.91	121.03

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, 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:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
74.70	37.33	112.03	116.31	120.43

**CLASSIFICATIONS:**

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