

SPECIFICATIONS  
FOR THE  
LTMUA SEWER MAIN INTERCEPTOR  
REHABILITATION

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Prepared for the  
Lower Township Municipal  
Utilities Authority  
Cape May County New Jersey

February 2022



4907 New Jersey Avenue  
Wildwood, NJ 08260  
(609) 522-5150-7110

RVE Project No. 0505-M-047

Set No. \_\_\_\_\_

\_\_\_\_\_  
Edward D. Dennis, Jr., P.E.  
N.J. License No. 47002

\_\_\_\_\_  
February 18, 2022

\_\_\_\_\_  
Date

## NOTICE TO BIDDERS

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the **Lower Township Municipal Utilities Authority** for the **LTMUA SEWER MAIN INTERCEPTOR REHABILITATION** in the **Township of Lower**, Cape May County, New Jersey.

Bid forms, contracts and specifications are on file at the office of Remington and Vernick Engineers, 4907 New Jersey Avenue, Wildwood, New Jersey 08260.

Said Bids will be received, opened and read aloud in public at the Lower Township Municipal Utilities Authority Administration Building, 2900 Bayshore Road, Villas, New Jersey, Cape May County, New Jersey on March 1, 2022 at 11:00 A.M. prevailing time.

Copies of the bid forms, contracts and specifications may be obtained from said Remington and Vernick Engineers, by prospective bidders upon request, upon payment of the sum of \$50.00 for each set.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS, EITHER BY MAIL OR IN PERSON.

NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.

The Lower Township Municipal Utilities Authority reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the Lower Township Municipal Utilities Authority, in accordance with applicable law.

Bids must be on the bid form prepared by Remington & Vernick Engineers, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to Mr. Mike Chapman, Executive Director, Lower Township Municipal Utilities Authority, 2900 Bayshore Road, Villas New Jersey 08251.

The Lower Township Municipal Utilities Authority shall not be responsible for hand-delivered bids that arrive late or to the wrong location. The Lower Township Municipal Utilities Authority shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring bids.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Lower Township Municipal Utilities Authority in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the Lower Township Municipal Utilities Authority in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the Lower Township Municipal Utilities Authority in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq. (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. S12101, et.seq.).

Prospective bidders are required to comply with the requirements of N.J.S.A. 19:44A-20.27. Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

The contractor is further notified that he must comply with N.J.S.A. 52:25-24.2, and submit a Disclosure Statement listing stockholders with his bid.

The contractor is further notified that he must comply with N.J.S.A. 34:11-56.48 et seq. Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that he must comply with N.J.S.A. 52:32-44 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act.

By Order of the Lower Township Municipal Utilities Authority  
Mike Chapman, Executive Director

Dated: February 18, 2022

PROPOSAL SECTION

**BID DOCUMENT SUBMISSION CHECKLIST**

Lower Township Municipal Utilities Authority  
(Name of Local Contracting Unit)

LTMUA Storm Sewer Main  
Interceptor Rehabilitation  
(Name of Project)

0505-M-047  
(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 Initials)
X Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X A statement of ownership disclosure, pursuant to <u>N.J.S.A.</u> 52:25-24.2 (Stockholders Statement)	
X A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16 (Subcontractor's Declaration)	
X A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22 (Consent of Surety)	

- 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)
X Public Works Contractor Registration Form	
X New Jersey "Business Registration Certificate" Form	
X Background Questionnaire	
X Debarred List Affidavit	
X Submission of a Non-Collusion Affidavit (this form must be notarized)	
X Affirmative Action Requirements	

X	Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A:11-20</u>	
	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	
	Certification on Non-Debarment for Federal Government Contracts Form, pursuant to <u>N.J.S.A. 52:32-44.1</u>	
X	Bid Form	

C. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number : \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

Lower Township Municipal Utilities Authority  
(Name of Local Contracting Unit)

LTMUA Storm Sewer Main  
Interceptor Rehabilitation  
(Name of Project)

0505-M-047  
(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	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

**Acknowledged by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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



**SUBCONTRACTOR DECLARATION**

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

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

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

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

If the contract does not involve the any of the specialty trade categories below, please insert the word “**NONE**” in each appropriate space provided.

Plumbing Work: \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: \_\_\_\_\_

Gas Fitting and All Kindred Work: \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: \_\_\_\_\_

Certification Number (for Medical Gas Piping Installation): \_\_\_\_\_

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: \_\_\_\_\_

Electrical Work, including any Electrical Power Plants \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: \_\_\_\_\_

Tele-data Systems: \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: \_\_\_\_\_

Telecommunications Exemption (Provide copy of letter and ID card) Number: \_\_\_\_\_

Fire Alarm Systems: \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: \_\_\_\_\_

Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: \_\_\_\_\_

Security Systems: \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: \_\_\_\_\_

Structural Steel and Ornamental Iron Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number: Not Applicable

**BID SECURITY**

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

**CONSENT OF SURETY**

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waiveable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety’s liability to the “spread to second” bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$\_\_\_\_\_, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other

SAMPLE

valuable consideration, the

\_\_\_\_\_ Insurance Company,  
(Name)

\_\_\_\_\_  
(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency)\_\_\_\_\_ for: (Project)\_\_\_\_\_ is awarded to (Bidder)\_\_\_\_\_

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_ INSURANCE COMPANY  
(Name)

By \_\_\_\_\_  
(Name)

Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

**PUBLIC WORKS CONTRACTOR REGISTRATION FORM**

N.J.S.A. 34:11-56.48 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

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

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	___	_____
(Subcontractor) _____	___	_____
(Subcontractor) _____	___	_____
(Subcontractor) _____	___	_____
(Subcontractor) _____	___	_____

Subscribed and sworn  
before me this \_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_.  
(Seal)

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title  
(Type or Print)

**NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM**

N.J.S.A. 52:32-44 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter, or has entered into, a contract with a contracting agency;

"Contract" means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey; and where:

- (1) the value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency's bid threshold; or
- (2) when the aggregate amount of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44.

The contractor shall provide the contracting agency with the business registration certificate of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.  
(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title  
(Type or Print)

**BACKGROUND QUESTIONNAIRE**

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company \_\_\_\_\_

Name and address of officers: \_\_\_\_\_

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**EXPERIENCE**

1. How many years has your organization been in business as a general contractor under your present business name? \_\_\_\_\_

2. How many years experience in this type of construction work has your organization had? \_\_\_\_\_

3. What are the latest projects (within the last five years) your organization has completed?  
(Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____

	<u>Name and Address</u>	<u>Telephone No.</u>
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years) ? \_\_\_\_\_  
If so, state the name of individual, position and the name of the other organization  
\_\_\_\_\_  
\_\_\_\_\_

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____



<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____		\$ _____
_____		\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

\_\_\_\_\_  
\_\_\_\_\_

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEBARRED LIST AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City/Town/Township/Borough, etc. \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_ the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not debarred at the federal level from contracting with a federal government agency as indicated in N.J.S.A. 52:32-44.1 or included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the Lower Township Municipal Utilities Authority ,

(name of the contracting agency)

as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid be debarred at the federal level from contracting with a federal government agency or appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J..A.C. 12:60-7.1 et seq., commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

\_\_\_\_\_  
(Insert Name and Title of Affiant)

Subscribed and sworn  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_ .

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_ , 20 \_\_\_\_.  
(Seal)

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the (City, Town, Township, Borough, etc.)

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 to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), 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 Lower Township Municipal Utilities Authority \_ relies upon the truth of the statements

(name of contracting agency)

contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) 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 bidder)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

\_\_\_\_\_  
(Insert Name and Title of Affiant)

Subscribed and sworn  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_ .

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_.  
(Seal)

**AFFIRMATIVE ACTION REQUIREMENTS**

CONSTRUCTION CONTRACTS

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

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

\_\_\_\_\_  
(Insert Name and Title of Affiant)

Subscribed and sworn  
before me this \_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_ .

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_ , 20 \_\_\_\_.  
(Seal)

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the (City, Town, Township, Borough, etc.)  
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:

- 1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

\_\_\_\_\_ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

\_\_\_\_\_ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

\_\_\_\_\_  
(Insert Name and Title of Affiant)

Subscribed and sworn  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_ .

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_.  
(Seal)

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

In accordance with Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK EITHER BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity’s parents, subsidiaries, or affiliates 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 below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification****

**OR**

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

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: \_\_\_\_\_

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities:  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Vendor \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Lower Township Municipal Utilities Authority(CONTRACTING AGENCY) 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 contracts with the Lower Township Municipal Utilities Authority (CONTRACTING AGENCY) to notify the Lower Township Municipal Utilities Authority CONTRACTING AGENCY) 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 agreements(s) with the Lower Township Municipal Utilities Authority (CONTRACTING AGENCY) and that the Lower Township Municipal Utilities Authority (CONTRACTING AGENCY) at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_

**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.**

<b>PART I: VENDOR INFORMATION</b>	
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): \_\_\_\_\_

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
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 <i>&lt;name of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i> to notify the <i>&lt;type of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i> , permitting the <i>&lt;type of contracting unit&gt;</i> 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>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
--------------------------	---

<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

<b>Section C – Part III Certification</b>			
<p>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 _____.</p> <p style="text-align: center;">(name of organization)</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>&lt;name of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i> to notify the <i>&lt;type of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i>, permitting the <i>&lt;type of contracting unit&gt;</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

<b>Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities</b>	
<b>Section A</b>	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
**Add additional sheets if necessary**	
<b>OR</b>	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> 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.

<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>		<b>Business Address</b>	
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>&lt;name of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i> to notify the <i>&lt;type of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i>, permitting the <i>&lt;type of contracting unit&gt;</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

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## INFORMATION FOR BIDDERS

### 1.0 BID PREPARATION

#### 1.01 EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications previous to submitting his bid, that his bid covers and complies with all requirements of the Contract Documents, and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done.

#### 1.02 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in his bid. The Contractor in the carrying out of his work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

#### 1.03 OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligations contained therein.

#### 1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

The Table of Contents indicates the number of pages of each section of the document. If any bidder finds that a page was miss-copied or is missing, please contact the Engineer. The page(s) will be faxed to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the Engineer, and to be given consideration, must be received at least ten (10) days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with applicable State Laws.

Any bidder who wishes to challenge a bid specification shall file such challenges in writing with the Engineer no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under his bid submitted. All addenda so issued shall become part of the contract documents, and shall be attached to the bid form when submitted

### 1.05 QUALIFICATIONS OF BIDDERS

The owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted. Bids which are incomplete or obscure may be rejected at Owner's option.

### 1.06 DISCLOSURE STATEMENT N.J.S.A. 52:25-24.2

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

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

### 1.07 MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare his bid on the basis of the particular equipment and materials specified or shown, and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

#### 1.08 BID SECURITY AND CONSENT OF SURETY

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond duly executed by the bidder as principal, and having as surety thereon a Surety Company approved by the Owner, in an amount not less than ten percent (10%) of the amount bid but in no case in excess of \$20,000.00. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three apparent lowest responsible bidders, within ten days after the formal opening of bids, Sundays and holidays, excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three days, Sundays and holidays excepted, after the Owner and the accepted bidder have executed the contract and the Owner has approved the Bidder's Performance Bond, or if no contract has been accepted within 60 days after the date of opening of bids, any bidder upon demand made after the expiration of said 60 day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Owner of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Owner if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Owner to do so.

#### 1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, Contracting Agency is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

## **2.0 SUBMISSION OF BIDS**

### **2.01 GENERAL**

Bidder must submit their bid on the respective "Bid Form and Package" included hereto.

No bid will be accepted or opened if received after the designated time for receipt.

For each bid made, all blank spaces in the Bid Form must be filled in, in ink, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy. In the event of a discrepancy between the unit price bid for any Pay Item and the extension shown for that item under the column of the Proposal Form designated "Amount," the unit price is to govern. Where a unit price is bid for a Pay Item, but no extension is provided, the Owner will provide the extension based on the unit price bid and the estimated quantity for that Pay Item. Where an extension is provided by the Bidder in the "Amount" column, but no unit price appears in the "Unit Price" column of the Proposal Form, the Owner will provide the unit price by dividing the "Amount" figure provided by the Bidder by the estimated quantity.

Award will be made on the basis of Total Contract Price. The Total Contract Price means the correctly determined summation of lump sum bids and products of all quantities for Pay Items shown in the Proposal form multiplied by the unit prices bid.

If there are minimum unit prices included in the bid form, those prices shall be the minimum acceptable unit price for the work. If bidder fails to exceed the minimum unit price in his bid, the unit price will be set to the minimum price stated on the bid form, with the appropriate increase to the extension of the unit price and total bid price.

Where no figure is provided by the Bidder in both the "Unit Price" and "Amount" columns for one or more Pay Items, or where no figure is provided in the "Amount" column for one or more lump sum Pay Items the Owner will consider the amount bid to be zero (\$0.00) for that item.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time and date specified in the Notice to Bidders will not be considered. No bid may be withdrawn within 60 days after the actual date of opening thereof, unless otherwise provided for by law.

### **2.02 PRICE TO INCLUDE**

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction, and completion, including all materials, workmanship, and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications, or to be reasonably inferred therefrom.



### 2.03 REJECTION OF BIDS

The owner reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Owner to be in the best interests of the Owner in accordance with the requirements contained in N.J.S.A. 40A:11-1 et seq. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Owner at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

### 2.04 AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner in accordance with the requirements contained in N.J.A.C. 5:30, Local Finance Board either by Resolution, Ordinance, or in other lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

In accordance with NJSA 34:11-56.25 et seq., New Jersey State Prevailing Wage Act and NJSA 52:32-44.1 no contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works or contracting with a federal government agency.

## 3.0 CONTRACTS

### 3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

The Engineer shall furnish, at no additional cost to the successful bidder, one executed contract set of drawings and specifications, and two copies of the specifications and drawings. All additional copies of the drawing and/or specifications shall be furnished to the contractor at the cost of reproduction plus handling.

### 3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Owner, a performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and upon final completion of the work, a two (2) year maintenance bond, each in the amount of 100% of the final contract price, with such sureties as shall be approved by the Owner and as detailed and described below.

All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 et seq. The surety must designate a New Jersey agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change, to the Engineer or Owner. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or 17:17-7, whichever is applicable, on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, pursuant to N.J.S.A. 2A:44-143d.

In addition, for these public works project bids, including any and all alternates, that equals at least \$850,000.00 but not more than \$3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in New Jersey as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company

that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the N. J. Commissioner of Insurance N.J.A.C. 11:1-41.1 et seq.

In addition, for those public works project bids, including any and all alternates, is in excess of \$3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

A surety company, which seeks to provide a payment and performance bond in excess of \$3.5 million, is exempt from the requirement of Treasury Circular 570 if it meets standards developed by the Commissioner of Insurance through regulations which, at least equal, and may exceed, the general criteria required for Treasury listing. These standards are found at N.J.A.C. 11:1-41.4.

### 3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the "Occupational Safety and Health Act of 1970" P.L. 91-596, as amended.

### 3.04 PERMITS

The Contractor shall determine which construction permits and licenses shall be needed, and shall procure and pay for all such construction permits and licenses necessary for the execution of his work.

### 3.05 CONTRACT DOCUMENTS

Attached hereto is the "Form of Contract" that will be executed between the Owner and the Contractor.

The Contractor shall execute and return these documents with the required bonds, insurance certificates, affirmative action forms and any other documents required within ten (10) days after receipt of the request for execution.

### 3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed." This document serves as formal authorization to proceed with the project.

Any and all work performed by the contractor prior to receipt of the Notice to Proceed is at the contractor's risk with no claim against the Owner for such work.

#### **4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION**

##### **4.01 BIDDER REFERRED TO LAW**

The bidder is specifically referred to N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

##### **4.02 SPECIFIC LANGUAGE REQUIRED**

In accordance with the Affirmative Action Regulations adopted pursuant to N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27, the following is made a part of this Contract:

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- 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, gender identity or expression, disability, nationality or sex.
- c. 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.
- 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 targeted employment goal prescribed by N.J.A.C. 17:27- 7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in

accordance with N.J.A.C. 17:27- 7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

#### 4.03 CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 above entitled "Specific Language Required."

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract. All Public Agencies must retain the affirmative action evidence in their files for review by the Division.

#### 4.04 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities, in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made part of this contract. In providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs or other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an

award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this contract. 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 contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this contract or otherwise at law.

**CONTRACT FOR LTMUA STORM SEWER INTERCEPTOR REHABILITATION**

THIS AGREEMENT, between the, Lower Township Municipal Utilities Authority a municipal corporation of the State of New Jersey, having its principal offices located at 2900 Bayshore Road, Villas, New Jersey 08251, hereinafter referred to as Owner and (CONTRACTOR), having its principal place of business located at (CONTRACTOR'S ADDRESS) hereinafter referred to as "Contractor;"

**WITNESSETH;**

That for and in consideration of the sum of \_\_\_\_\_ and 00/100 (\$000,000.00), contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the LTMUA Storm Sewer Interceptor Rehabilitation project in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely \$000,000.00, for said services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.

AND in all respects comply with all requirements of the Labor Laws of the State of New Jersey, applicable to contracts on behalf of the Municipal Government for construction, alteration, or repair of any building or public work, including particularly, be without limitation of the foregoing, the provision that not less than the prevailing rate of daily wages in the locality where the work is performed shall be paid to mechanics, workmen and laborers employed by the contractors or subcontractors or by or in behalf of the State or any county or municipality;

*(The contract partner)* shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Payment shall be made to said Contractor by orders upon the Treasurer of said Township, founded upon estimates of the Township Council as to the amount of work done or articles furnished and delivered, or both, and upon presentation by said Contractor, to the Township Treasurer of said Township an appropriate voucher setting forth, in writing, the amount of work done or goods furnished, and that the work done or articles furnished are according to this Contract, and according to law;

AND it is distinctly and mutually understood and agreed by and between the parties hereto, that in case a default is made in the completion of the Contract, in accordance with the terms and conditions hereof, such money as may be due to said Contractor, or such as would have become due had the terms and conditions of this Contract and agreement been complied with, shall be and is hereby forfeited to said Township, and said Township is free to use the same in and about the completion of said contract, and in case said the Lower Township Municipal Utilities Authority is put to any costs and expenses over and above the contract price of the Contractor, in and about the completion of the Contract, said Contractor for themselves, itself, their heirs, executors, administrators, successors and assigns, expressly agree to hold themselves, itself, their heirs, executors, administrators, successors and assigns, liable therefore, and



hereby covenant and agree to make good the same to the Township. Upon Township determination that services provided by the contractor are unsatisfactory, said contract may be cancelled subject to thirty (30) days written notice being provided to the contractor;

The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and defend, indemnify and save harmless the Lower Township Municipal Utilities Authority, its officers, agents and servants and each and every one of them against and from all suits and costs of every name and description, including attorney's fees and costs and from all damages to which said Lower Township Municipal Utilities Authority or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by said Contractor in the aforesaid work or through any act or omission on the part of said Contractor, or his agent or agents. This provision applies regardless of whether insurance coverage is provided. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Township out of, or by reason of, the work done and materials furnished under this contract; and

AND it is expressly understood and agreed that this Contract and the referenced inclusion of the bid documents represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, will not be binding on the parties hereto.

This agreement, together with the contract documents, forms the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

The Owner and the Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF**, they have executed this Agreement.

**CONTRACTOR:**

ATTEST:

\_\_\_\_\_ BY \_\_\_\_\_

\_\_\_\_\_  
**Print Name & Title**

\_\_\_\_\_  
**Print Name & Title (Seal)**

**Dated this** \_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

**OWNER:**

ATTEST:

\_\_\_\_\_ BY \_\_\_\_\_

(Seal)

**Dated this** \_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

## CERTIFICATE OF INSURANCE

**Name & Address of Insured**

Afforded	Required <small>Enter (X)</small>	Type of Insurance	Policy Number and Insuring Company(ies)	Policy Expiration Date	Limits of Liability		
					Amounts of Less Than \$1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Liability Comprehensive Gen. Form			General Aggregate	\$2,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Premises-Operations			Bodily Injury	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explosion & Collapse Hazard			Property Damage	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Hazard			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Products/Completed Operations Hazard			Personal Injury	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual Ins. (Blanket)					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Broad Form Prop. Damage					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Independent Contractors					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Injury					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Automobile Liability Comprehensive Form			Bodily Injury (Each Person)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owned			Bodily Injury (Each Accident)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Owned			Property Damage	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	Garagekeepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excess Liability Umbrella Form			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input type="checkbox"/>	Other Than Umbrella Form					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worker's Compensation and Employers' Liability	*All States Endorsement		Statutory NJ Coverage \$100,000/\$500,000		
					Minimum \$100,000	\$100,000	\$

**Remarks:** Additional Insured: **REMINGTON & VERNICK ENGINEERS, OWNER and OWNER'S SOLICITOR**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to give a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation.

This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the above policy or policies with Limits of Liability of at least the required amounts.

\*\*\* PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED \*\*\*

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Signature of Authorized Representative of Insurance Company

\_\_\_\_\_  
Address Date

\_\_\_\_\_  
Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN \$1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by New Jersey State Statute

and

Employer's Liability (minimum \$100,000)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

**Important - Producer:**

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.

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## GENERAL CONDITIONS

### 1.0 GENERAL

#### 1.01 DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

Owner.....Lower Township Municipal Utilities Authority  
2900 Bayshore Road  
Villas, NJ 08251

Engineer . ....Remington & Vernick Engineers  
4907 New Jersey Avenue  
Wildwood, NJ 08260

Contractor.....Party, firm, corporation with whom or which the contract is  
made, or authorized agent thereof.

Day .....Calendar day.

Legal Holiday.....Days which the owner does not conduct regular business hours. The  
Contractor is responsible to contact the Owner for a listing of these days.

Substantial Completion ..... The work will not reach Substantial Completion until all project systems included in the work are operational as designed and scheduled, all designated or required inspections, certifications, permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy of the work are received, designated instruction of Owner's personnel has been completed, and all final finishes within the Contract are in place. Any remaining work shall be minor in nature, so that the Owner can occupy the building on that date and the completion of the remaining work by the Contractor would not materially interfere or hamper the Owner's (or those claiming by, through or under the Owner) normal operations. Contractor recognizes that normal operations require the use and occupancy of the work area without interruption and that any punchlist or corrective work shall be done at times when the work area is not so occupied. As a further condition of reaching Substantial Completion, the Contractor shall certify that all remaining work will be completed within thirty (30) consecutive calendar days or as so agreed upon following the date of Substantial Completion. Site related projects and/or projects including facilities with site improvements shall not reach Substantial Completion until such time as all site amenities (i.e. lighting, top paving, striping, fencing, stormwater compliance, etc..) are placed into service leaving only minor improvements that will not hamper access or use to complete the project.”

Final Completion .....All warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Engineer until all warranties and guarantees have been received and accepted by the Owner.

## 1.02 SPECIAL NOTICE

The "Information for Bidders", the "General Conditions", the "Notice to Bidders", and "Proposal Section" shall be held equally binding with and are to be considered a part of the specifications and contract and the party of the second part, the Contractor, will be held responsible for neglect in attending to any part, paragraph or item therein.

## 1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

- (a) That he is financially solvent and that he is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by him and
- (b) That he is familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part, and
- (c) That such temporary and permanent work required by the contract documents and is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property, and
- (d) That he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

## 1.04 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner.

## 1.05 CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and his decision upon any such ambiguity shall be final, conclusive and binding.

## 1.06 NECESSARY TO COMPLETE

If any work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without charge or claim.

## 1.07 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the



specifications and not shown on the drawings, shall have the same affect as if shown or mentioned respectively in both. In case of any conflict within the construction documents, the Engineer shall determine which of the requirements shall govern based upon the most stringent of the requirements, and the Contractor shall perform the work at no additional cost or time to the owner. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to his own satisfaction prior to bid. The exact location of all parts of the work shall be governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

#### 1.08 RIGHT-OF-WAY

All right-of-ways through private property required shall be secured by the Owner. Contractor shall not start construction in right-of-ways until directed by the Engineer. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

#### 1.09 TIME LIMITS

The Contractor agrees to start the work herein contracted for within ten (10) days from the date of the Engineer's Notice To Proceed to the Contractor directing him to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

#### 60 Calendar Days

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work. Additionally, should the Owner grant the Contractor an extension of Contract time, the Contractor shall not be due any compensation for the extended contract time unless specifically indicated in writing at the time of the extension. Failure of Owner or Owner's Representative to expressly respond to a reservation of rights letter from Contractor reserving a right to additional compensation shall in no way be deemed an admission that Contractor is entitled to additional fees. Any costs associated with increased contract time due to approved change order work must be specifically identified included in the change order at the time of submission.

#### 1.10 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract or the terms and conditions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages. Liquidated damages shall not be assessed beyond substantial completion.

#### **One (1) to Fifteen (15) Days beyond Contract Time Limits**

Five Hundred (\$500.00) dollars per calendar day.

#### **Sixteen (16) to Thirty (30) Days beyond Contract Time Limits**

One Thousand (\$1,000.00) dollars per calendar day.

**Greater than Thirty (30) Days beyond Contract Time Limits**

Two Thousand (\$2,000.00) dollars per calendar day

The Owner shall recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, his surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as in the judgement of the Owner or Owner's representative to be fair and just.

1.11 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner has the right to stop work or terminate the contract, if:

- (a) The Contractor has violated the provisions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), or any other Federal, State or Local law, or
- (b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (c) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or
- (d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (e) The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
- (f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
- (g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or Subcontractor, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

#### 1.12 REFERENCE TO THE STANDARD SPECIFICATIONS

- (a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.
- (b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. The Contractor is required to follow only the electronic version, effective September 1, 2019, as referenced in Baseline Document Change announcement BDC19S-01 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, unless modified in the technical specifications of this contract. Copies may be examined in the Engineer's office or may be obtained from the New Jersey Department of Transportation.

### 2.0 INSURANCE

#### 2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with his work. He shall comply with all State Laws and Regulations concerning Workmen's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death which may arise during prosecution of the contract, either by himself or by any Subcontractor or anyone directly or indirectly employed by either of them.

#### 2.02 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work, in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Owner, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner, Remington & Vernick Engineers and the Solicitor shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer 30 days written notice of any material change in, cancellation of, or expiration of the policies.

The following types of insurance are required:

- a. General Liability
- b. Automobile Liability
- c. Excess Liability
- d. Worker's Compensation and Employer's Liability

The amounts for property damage and bodily injury for each type of insurance are as shown on the Certificate of Insurance herein.

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Owner and Engineer the Certificate of Insurance for the Subcontractor and/or supplier.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the State of New Jersey.

### 2.03 SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Owner and the Engineer and all their agents and employees from actions and suits of every kind and description brought against them, or on account of the use of patented rights, and from any damages or injuries received or sustained by any party, or parties, arising out of any act or omission of the Contractor, his workmen or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

### 2.04 DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and save harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.

## 3.0 CONDUCT OF THE WORK

### 3.01 ROLE OF THE ENGINEER

The Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents, and any extra work order. Upon request, the Engineer shall confirm in writing any oral direction, requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within 48 hours after written notice given by the Engineer, the work may be done by the Owner and charged to the Contractor.

### 3.02 SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary for the execution of the work. The Owner will furnish a base line and datum bench marks as required. The Contractor shall measure and lay out his work and be responsible for the accuracy thereof from bench marks and base lines established by the Engineer which shall constitute the surveys hereinbefore referred to. The contractor shall submit cut sheets for curb, sidewalk and roadway construction projects unless specifically waived in writing by the Engineer.

### 3.03 PRESERVATION OF STAKES

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible, for any mistakes that may be caused by their unnecessary loss or disturbance.

### 3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Owner's affairs.
- (c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.
- (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
- (f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

### 3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures met within the prosecution of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

### 3.06 CORRECTION OF WORK

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two years or the term of the maintenance bond, whichever is longer, following the final acceptance of the work by the Owner, such final acceptance to be evidenced by an appropriate resolution of the governing body in the case of municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority or by the issuance of final payment in the case of any Owner other than a municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

Neither, the acceptance of the completed work, nor payment therefore shall operate to release the Contractor or his surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents.

### 3.07 PUBLIC UTILITIES

The contract drawings indicate the approximate location of known overhead and subsurface utilities in the vicinity of the work. The bidder is advised to investigate and ascertain for himself all the facts concerning the actual location of these utilities.

The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.

Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.
2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the prices bid for the various scheduled items in the Bid form.

### 3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of his work and shall protect Owner's property from injury or loss arising in connection with his work. He shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of his work, including delivery to the site of the equipment, materials and supplies. He shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

### 3.09 CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor is required to act as he sees fit. He shall notify the Engineer thereof immediately thereafter.

### 3.10 EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such price will be the estimated actual cost of materials, labor, equipment, and a maximum 10% overhead plus a maximum 10% profit. Contractor shall furnish a detailed cost breakdown for proposed extra work for

review by the Engineer. The Owner and/or Engineer has the sole authority to unilaterally direct extra work to be performed on a force account basis. The basis of payment for force account work shall be the actual cost of the materials, labor and equipment, and a maximum 10% overhead plus a maximum 10% profit. Contractor shall furnish a detailed cost estimate of the extra work to be paid by force account previous to its commencement. Contractor shall submit daily or shift reports for actual force account costs. Payment for markup on subcontracted work shall be at a maximum rate of 5% of the total amount for all costs on the subcontracted work, for both fixed price and force account extra work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11 et seq.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Engineer.

### 3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to pursuant to N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

During any dispute the Contractor shall diligently proceed with completing the contract unless otherwise directed, in writing, by the Owner or Engineer.

## 4.0 CONTRACTOR'S PERSONNEL

### 4.01 PERSONAL ATTENTION

The Contractor shall give his personal supervision to the prosecution of the work, or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. He shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

### 4.02 CONTRACTOR'S SUPERINTENDENT

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Owner and Engineer and shall not be removed or replaced without due notice being given the Owner and Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

#### 4.03 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of this Owner for construction, alteration or repair of any building or public work, including particularly, but without limitation of the foregoing, the provisions of N.J.S.A. 10:2-1 to 10:2-4, inclusive and N.J.S.A. 34:11-56.25 et seq., New Jersey Prevailing Wage Act.

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor entitled, "Prevailing Wage Rate Determination" is on file in the Engineer's office and is included herein. Pursuant to N.J.S.A. 34:11-56.25 et seq. – New Jersey Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor or his duly authorized representative.

Contractors or Subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioners of Labor including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

In the event it is found that any workmen, employed by the Contractor or any Subcontractor, on this project, has been paid a rate of wages less than the prevailing wage required, the Department of Labor along with the Owner 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 surety(ies) shall be liable to the Department of Labor along with the Owner for any excess costs occasioned thereby.

Prior to final payment, the Contractor shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Engineer, as required by the Act.

#### 4.04 CONTRACTOR'S EMPLOYEES

All workmen must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Engineer to be incompetent, or who is performing his work in an unsightly manner or contrary to the specifications or the Engineer's instructions, or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Engineer's consent.

#### 4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workmen and laborers may be employed for longer periods than eight hours per calendar day, if paid extra



compensation on the basis of eight hours, constituting a days work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., and all State and Federal laws.

#### 4.06 PAYMENT OF EMPLOYEES

The Contractor and each of his Subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

#### 4.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

#### 4.08 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (incl. employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors in America and Part VI "Temporary Traffic Control" of the U.S. Dept. of Transportation. Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest edition, whichever is more stringent to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods and for any damage which may result from their failure for their improper construction, maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid whichever is applicable.

### 5.0 MATERIALS

#### 5.01 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor that are subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

#### 5.02 ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss or account thereof.

#### 5.03 USE OF DOMESTIC MATERIAL

In the performance of the work, the Contractor and all Subcontractors shall use only manufactured materials and farm products of the United States of America, wherever available.

All Contractors and Subcontractors shall comply with the provisions of N.J.S.A. 40A:11-18, which relate to the use of domestic materials.

#### 5.04 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their conformity to the specifications. In the case of concrete aggregate, and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

#### 5.05 SAMPLES

The Contractor shall submit to the Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents and all materials and workmanship must be equal in every respect to the samples submitted and approved.

#### 5.06 SHOP OR SETTING DRAWINGS

- (a) The Contractor shall submit promptly eight copies, of which two will be returned to the contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.
- (b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.
- (c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at his own expense and replaced with equipment and materials as approved.

#### 5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the contract as required. The additional drawings and instructions thus supplied, to the Contractor, will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare, jointly (a) a schedule fixing the date at which special drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work, each such schedule to be subject to change from time to time in accordance with the progress of the work.

## 5.08 OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of materials, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim.

Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, devices or equipment, which in the opinion of the Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Engineer is in conformity with approved modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by notice from the Engineer.

## 5.09 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one reason only. That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute, and all other necessary information; shall be submitted in triplicate to enable the Engineer to evaluate the proposed substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by him. Those costs include, but are not limited to, review time by the Engineer or the Engineer's Consultants, costs of redesign, and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract, and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

## 5.10 MATERIAL SAFETY DATA

In accordance with the requirements of N.J.S.A. 34:5A-1 et seq., "Workers and Community Right to Know Act", the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, the contractor must furnish the Owner a "Material Safety Data Sheet" for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-5, each

product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9).

## **6.0 INSPECTION AND TESTING**

### **6.01 INSPECTION**

The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Engineer prior to the delivery of same to the site of the work. All equipment, supplies and materials shall be tested in the presence of the Engineer, if so desired.

Any equipment, materials, supplies or workmanship deemed of inferior quality, or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

When construction is not continuous through the normal work week, (Monday through Friday), Contractor must notify the Engineer at least 24 hours in advance of any stopping or starting of the work. Notification may be by writing, telephone, facsimile, telegraph or personal visit to the Engineer's listed office.

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Engineers inspector which are avoidable shall be reimbursed by the Contractor.

Should the contractor have an emergency or need to cancel scheduled work, notification of the cancelled work must be received by the Engineer's inspector no later than 6:00 am the morning of the cancellation. Failure of the contractor to provide the required notification will require the contractor to pay for eight (8) hours of inspection at the rate of the Engineer's local inspector. The costs for cancellation of inspection without the required notification will be deducted from the contractor's payment application.

As the Owner is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time has been granted by the Owner. These costs are in addition to any liquidated damages that may be charged to the Contractor.

### **6.02 DAILY REPORTS**

On a daily basis, the Contractor shall have his Authorized Representative complete, sign and present the Engineer with a Certificate of Site Safety Conditions, attached hereto as Form GC-6.02S.

At the Engineers discretion, the Contractor may be directed to furnish a daily report, on a form, which will include the date, the weather, a general description of the work performed, line item quantities involved, number and skill type of workers, equipment utilized, location of work, and any pertinent remarks affecting the work.

### **6.03 INSPECTORS**

The work shall be conducted under the general observation of the Engineer through such Inspectors as the Engineer employs. Inspectors are stationed on the site of the work to represent the Engineer and to report to him concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such

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observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party. The Contractor is prohibited from relying upon the Engineer's site inspections or raising the engineer's observations as a defense to claims of defective work.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

#### 6.04 ACCESS TO THE WORK

The Contractor shall furnish the Engineer with every reasonable facility for observing the work as performed.

The Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or his representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the Owner of the premises mentioned above, the Owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the Owner or his representative due to the negligence on the part of the Contractor or his agent.

#### 6.05 COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by Engineer or contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Engineer, be uncovered for examination. Such uncovering and all necessary restoration regardless of the final acceptability of the work, uncovered, shall be at the expense of the Contractor.

#### 6.06 TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete, and similar materials; will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

### 7.0 PAYMENTS

#### 7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will

become due to the Contractor in accordance with the progress schedule. The Contractor shall update the schedule each time a change is approved, but at a minimum every 30 days. An updated schedule shall be submitted with the Contractor's payment application. Should a payment application be submitted without an updated schedule, payment processing may be delayed. The Contractor shall also furnish the Engineer (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules are to be used in determining the basis of partial payments.

Approval of the progress schedule by the Engineer 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 defined by the date of Notice to Proceed and Contract Time, this does not change the specified completion date. If the Engineer approves a schedule that reflects a completion date earlier than that specified as the Contract Time, the Owner 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 progress 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 Owner.

## 7.02 PAYMENTS

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Engineer will estimate approximately the value of the work performed, and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage, and shall be certified by the Engineer for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Engineer and Solicitor on behalf of the Owner, which details the conditions of payment.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

No request for payment shall be approved until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment request period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Owner, the Engineer shall make a final estimate of the work and certify the same to the Owner which shall for causes herein specified, pay to the Contractor the balance due, excepting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

The Owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. The billing shall be deemed approved and certified 20 days after the Owner or Owner's Representative receives it, as indicated by the date stamped received on the billing by the Owner or Owner's Representative, except as provided herein, unless the Owner or Owner's Representative provides, before the end of the 20 day period, a written statement of the amount withheld and the reason for withholding payment. The Owner is a public or governmental agency that requires the governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Owner's governing body, and paid during the Owner's subsequent payment cycle.

### 7.03 RETAINAGE

The Contractor is advised that for contracts \$100,000.00 and under for improvement to real property, the sum of 10% of the amount due shall be held on each partial payment pending completion of the project.

The Contractor is advised that the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., are applicable if the total amount of the contract awarded for this project exceeds \$100,000.00. The provisions of N.J.S.A. 40A:11-1 et seq., provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Owner and Engineer, or

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on such cash withholdings shall be credited to the Owner.

Furthermore, N.J.S.A. 40A:11-1 et seq. provides that for contracts over \$100,000.00 for improvement to real property:

1. From the total amounts due as ascertained through a current Engineer's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract.
2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Owner shall be released and paid in full to the contractor as required by law after final acceptance by the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

### 7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as the Contractor's release of the Owner from all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents, and/or arising out of performance of the work, and/or arising out of the obligations undertaken by the surety under performance, payment and/or maintenance bonds.

#### 7.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due him, as may, in the judgment of the Owner, be necessary, to

- (a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.
- (b) Protect the Owner from loss due to defective work not remedied, or
- (c) Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.
- (d) Protect the Owner from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Engineer and or Owner with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Engineer or Owner.

#### 7.06 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from the contract and retained by the Owner an amount to defray the cost of wages and overhead paid by the Owner to the Resident Engineer, Inspector or Inspectors employed on the work for any avoidable time in excess of eight (8) hours per day or on Saturdays, Sundays or legal holidays. This amount shall be determined at the rate of the hourly rate contract with the Owner per man hour for each Inspector or Resident Engineer for, in excess of 8 hours per day and at the rate of the hourly rate contract with the Owner per man hour for Saturday, Sunday and Holidays for each Inspector or Resident Engineer.

In addition, there will be deducted from the contract and retained by the Owner an amount equal to the cost paid by the Owner to the Engineer, for all inspection and contract administration performed in excess of the completion time stipulated for the contract, or as amended by approved change orders.

#### 7.07 LIENS

Final payment of retained percentage shall not become due until the Contractor, shall furnish the Owner a complete release of liens arising out of his contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever. The form attached entitled "Full Release and Waiver of Liens" shall be submitted with the final voucher prior to final payment.

#### 7.08 PREVAILING WAGE PAYMENT CERTIFICATE

The form attached hereto, entitled "Prevailing Wage Payment Certification" shall be executed by the Contractor and submitted with the final voucher prior to final payment.

#### 7.09 CERTIFIED PAYROLL REPORTS

The Contractor shall submit original certified payroll reports within 10 days of the payment of wages to the Owner with a copy to the Owners designee, in compliance with N.J.A.C. 12:60.



## **8.0 VALUE ENGINEERING CONSTRUCTION CHANGE ORDERS**

### **8.01 IMPLEMENTATION OF VALUE ENGINEERING**

In accordance with N.J.S.A. 40A:11-16.6 a contractor may submit a Value Engineering Construction Proposal (VECP) after the award of a contract for a project for structures or other improvements to real property, other than work affecting a public building, that exceed \$5,000,000. This includes most public works projects, such as utility and environmental systems, road construction and repair, etc., but not building construction, improvements, or renovation. A VECP is a cost reduction proposal based on analysis by a contractor of the functions, systems, equipment, facilities, services, supplies, means and methods of construction, and any other item needed for the completion of the contract consistent with the required performance, quality, reliability, and safety.

### **8.02 STATUTORY PROVISIONS**

- a. Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. The contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- c. The contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor.
- d. The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.
- e. The proposal shall not be approved unless the engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- f. The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.
- g. The contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor.
- h. The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.

### 8.03 PROCEDURES

An initial submission is required to use the Value Engineering process. The initial proposal shall outline the general technical concepts associated with the proposal and the estimated savings that will result.

The initial proposal will be reviewed by the Owner and, if found to be conceptually acceptable, approval to submit a final proposal will be granted by the Owner. A finding of conceptual acceptability of the initial proposal in no way obligates the Owner to approve the final proposal. The Contractor shall have no claim against the Owner as a result of the rejection of any such final proposal.

Final proposals will be considered only after Owner approval of the initial proposal.. Final proposals will not be considered if submitted after 50 percent completion of the Work has occurred, based on monthly estimates amounting to more than 50 percent of the total Contract price (subject to any approved adjustments), unless the remaining Contract Time is one year or more.

Proposals will not be considered that change the following:

- a. The type, thickness, or joint designs of a concrete, or HMA surface, intermediate, or base course.
- b. The types and thicknesses of the unbound materials underlying a concrete, or HMA surface, intermediate, or base course.
- c. The basic design of bridges, defined as the type of superstructure and substructure, span length type and thickness of deck, type of beam and arrangement, geometrics, width, and underclearance.
- d. The basic design of retaining walls.
- e. The basic design of overhead sign supports and breakaway sign supports.
- f. The type of noise barriers.
- g. Special architectural aesthetic treatments of structures.

All proposals for changes to bridges and structures shall conform to the current AASHTO Standard Specifications for Highway Bridges as modified by the NJDOT Design Manual for Bridges and Structures.

As a minimum, the following materials and information shall be submitted with each final proposal plus any additional information requested by the Owner:

- a. A statement that the final proposal is submitted as a Value Engineering proposal.
- b. A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of safety, service life, economy of operations, stage construction, ease of maintenance, and desired appearance.
- c. Complete plans, specifications, and calculations showing the proposed revisions relative to the original Contract features and requirements. If the proposal is approved, the Contractor shall submit drawings, in ink, on polyester film such as Mylar or Herculene, 4 mils thick, matted on both sides except as follows:
  - (1) Structural drawings may be submitted in pencil.
  - (2) Electrical drawings may be matted on one side and may be submitted in pencil.
  - (3) Cross-section sheets may be 3 mils thick and may be matted on one side.

All plans and engineering calculations shall bear the signature of a Professional Engineer licensed to practice in the State.

- d. A complete cost analysis indicating the final estimated costs and quantities to be replaced by the proposal, the new costs and quantities generated by the final proposal, and the cost effects of the proposed changes on operational, maintenance, and other considerations.
- e. A specific date by which a Change Order adopting the final proposal must be executed so as to obtain the maximum cost reduction during the remainder of the Contract. This date must be selected to allow the Owner ample time, usually a minimum of 45 days, for review and processing a Change Order. Should the Owner find that insufficient time is available for review and processing, it may reject the final proposal solely on such basis.
- f. A statement as to the effect the final proposal has on the Contract Time.
- g. A description of any previous use or testing of the final proposal on another Owner project or elsewhere and the conditions and results therewith. If the final proposal was previously submitted on another Owner project, indicate the date, the project, and the action taken by the Owner.
- h. The proposal shall not be experimental in nature but shall have been proven to the Owner's satisfaction under similar or acceptable conditions on another Owner project or at another location acceptable to the Owner.

Proposals will be considered only after Award of Contract and only when all of the following conditions are met:

- a. The Contractor is cautioned not to base any bid prices on the anticipated approval of a proposal and to recognize that such proposal may be rejected. In the event of rejection, the Contractor is required to complete the Contract according to the original Plans and Specifications and the prices initially bid and accepted by the Governing Body.
- b. All proposals, approved or not approved by the Owner for use in the Contract, apply only to the ongoing Contract or Contracts referenced in the proposal. The proposals shall become the property of the Owner and shall contain no restrictions imposed by the Contractor on their use or disclosure. The Owner will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal. The Owner retains the right to use any accepted proposal or part thereof on any other or subsequent project without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.
- c. If the Owner already has under consideration certain revisions to the Contract that are subsequently incorporated in a proposal, the Owner will reject the Contractor's proposal and may proceed with such revisions without any value engineering obligation to the Contractor.
- d. The Contractor shall make no claim against the Owner or Owner's agents for any costs or delays due to the Owner's rejection of a proposal, including but not limited to development costs, anticipated profits, or increased materials or labor costs resulting from delays in the review of such proposal.
- e. The Engineer will determine whether a proposal qualifies for consideration and evaluation. The Owner may reject any proposal which is not consistent with the basic design criteria for the Project.
- f. The Engineer may reject all or any portion of Work performed pursuant to an approved proposal if the Engineer determines that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected Work and require the Contractor to proceed according to the original Contract requirements without reimbursement for any Work performed under the proposal, or for its removal. Where modifications to the proposal are approved to adjust to field or other conditions, reimbursement is limited to the total amount payable for the Work at the Contract prices as if it were constructed according to the original Contract requirements. Such rejection or limitation of reimbursement does not constitute the basis of any claim against the Owner for delay or for any other costs.
- g. Proposals will be considered only if equivalent options are not already provided in the Contract Documents.

- h. The proposal shall be made based on items of work scheduled to be done by the Contractor. Anticipated cost savings based on revisions of utility relocations or other similar items to be done by others will not be considered. Proposals that may increase the cost of Work done by others may be considered.
- i. If additional information is needed to evaluate proposals, this information must be provided in a timely manner. Such additional information could include, where design changes are proposed, results of field investigations and surveys, design computations, and field change sheets.

The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.

- a. The proposal shall not be approved unless the Engineer reports to the Owner's governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. If the Owner fails to respond to the final proposal by the date specified, the Contractor shall consider the final proposal rejected and shall make no claim against the Owner as a result thereof.
- c. The Owner shall have the sole discretion to approve or disapprove a value engineering construction proposal.

If the proposal is accepted, the changes will be authorized by Change Order. Payment will be made as follows:

- a. The changes will be incorporated into the Contract by adjustments in the quantities of Pay Items, agreed upon Extra Work Items or by Force Account, as appropriate, according to the Specifications.
- b. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor. The costs of such verification shall be borne equally by both parties.
- c. The Owner's costs for review and processing of the proposal will be deducted from the savings. The cost of the Engineer to verify the savings shall be apportioned equally between the parties.
- d. A Contractor's costs for development, design, and implementation of the proposal are not eligible for reimbursement.
- e. The Contractor may submit proposals for an approved Subcontractor, provided that reimbursement is made by the Owner to the Contractor and that the terms of the remuneration to the Subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the Owner. Subcontractors may not submit a proposal except through the Contractor.

## **9.0 DIFFERING SITE CONDITIONS PROVISIONS (N.J.S.A. 40A:11-16.7)**

### **a. Differing Site Conditions Provisions:**

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with Section 9.0(a)1 of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4)
  - (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
  - (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
  - (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

### **b. Suspension of Work Provisions:**

- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature

and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefore.

- (3) Upon receipt of the contractor's suspension of work notice in accordance with Section 9.0(A)2 of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (4)
  - (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
  - (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. Change in Character of Work Provisions:

- (1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.
- (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3)
  - (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
  - (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. Change in Quantity Provisions:

- (1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.  
  
(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.  
  
(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.
- (5) As used in this subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed.”

**PREVAILING WAGE PAYMENT CERTIFICATION**

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT LTMUA SEWER MAIN INTERCEPTOR REHABILITATION

TO Lower Township Municipal Utilities Authority  
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: \_\_\_\_\_  
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn according to law, upon his oath disposes and says that he is the \_\_\_\_\_ (Owner-pres. or authorized agent) of \_\_\_\_\_ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof, and that the same is true of his own knowledge and this affidavit is being executed by him pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

\_\_\_\_\_  
Signature

Sworn and subscribed to  
before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

\_\_\_\_\_  
Notary Public of New Jersey



**CERTIFICATION OF SITE SAFETY CONDITIONS**

**Form GC-6.02S**

TOWN: Township of Lower PROJECT NAME: LTMUA SEWER MAIN INTERCEPTOR REHABILITATION  
COUNTY: Cape May JOB #: 0505-M-047

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- |   |   |
|---|---|
| <input type="checkbox"/> Unsafe Trench Condition    | <input type="checkbox"/> Unsafe Entry to Live Manhole |
| <input type="checkbox"/> Unsafe Traffic Control     | <input type="checkbox"/> Unsafe Equipment             |
| <input type="checkbox"/> Inadequate Fall Protection | <input type="checkbox"/> Proximity to Electric        |
| <input type="checkbox"/> Other _____                |   |

None \_\_\_\_\_

Comments/Resolutions \_\_\_\_\_

Contractor: \_\_\_\_\_

by: \_\_\_\_\_  
Authorized Representative

I executed this form at \_\_\_\_\_ on \_\_\_\_\_.  
Time Date

**FULL RELEASE AND WAIVER OF LIENS**

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment upon real estate owned by Lower Township Municipal Utilities Authority , State of New Jersey in furtherance of that certain LTMUA SEWER MAIN INTERCEPTOR REHABILITATION job No. 0505-M-047 sponsored by the Lower Township Municipal Utilities Authority (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ \_\_\_\_\_, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ \_\_\_\_\_.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

\_\_\_\_\_ day of \_\_\_\_\_, 20.

Paid to date: \$ \_\_\_\_\_

**NAME OF SUBCONTRACTOR/SUPPLIER:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed to

before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

\_\_\_\_\_  
Notary Public of New Jersey

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SECTION 00100  
SCOPE OF WORK

1.01 GENERAL

The proposed work for the project shall include, but is not limited to installing cured in place lining for the sanitary sewer pipe, heavy cleaning, televising, by-pass pumping, infiltration control, spin casting existing sanitary sewer manholes, sewer pipe spot repairs, as specified. Other miscellaneous items of work shall be included, as shown on the plans and as directed by the Engineer. All work shall be completed and back in service by May 29, 2022.

1.02 DESCRIPTION OF WORK

The project shall consist of the following improvements:

1. Sanitary Sewer Remediation Southern Interceptor

**Subject to change by the Lower Township MUA, the timeline for this project is as follows:**

March 1, 2022	Receive Bids
March 2, 2022	Lower Township Council Will Agree to Award the Contract to the Apparent Low Bidder Contingent upon Approval.
March 14, 2022	Pre-Construction Meeting; Notice To Proceed
May 29, 2022	Project Complete

The following special restrictions may apply to work on this contract:

1. If needed, Contractor is responsible to notify all affected parties responsible for performing utility markout. Contractor shall excavate test pits (at no cost to the Owner) to determine the location of utilities. Contractor is responsible for the repair of all known and unknown utilities/facilities damaged during work under this contract.
2. It is the Contractor's responsibility to visit the site before submitting the bid and to determine for himself how he will accomplish the requirements of this contract.
3. Contractor is responsible to familiarize himself with the available equipment/materials storage areas on-site and where equipment/materials must be stored at the end of the day.
4. Contractor is responsible to maintain existing utilities and existing sanitary sewer systems in continuous service during the progress of the work and that there may be a need for by-pass pumping.
5. Contractor is responsible for all cleanup, notifications, fines, labor, materials and all other costs due to the spill of wastewater during this contract.
6. Contractor is responsible to determine the location of all existing laterals.
7. Contractor shall bypass flow around work areas as many occasions as required in order to successfully install a cured in place sanitary sewer pipe liner.
8. At each manhole, before commencing work, incorporate measures to prevent materials from entering downstream piping.
9. Contractor shall follow all applicable rules and regulations of local, state and federal agencies. In particular the Contractor and its subcontractors shall adhere to OSHA Rules and Regulations regarding confined space entry. The Contractor shall adhere to NJDEP Rules and Regulations regarding the proper disposal of all spoils and waste materials resulting from the activities of the Contractor and its subcontractors.

10. Contractor is advised that work in multiple areas may be required in order to complete the entire scope of the contract within the allotted time. Contractor shall schedule the work accordingly.
11. All materials collected during pipe cleaning work shall be disposed at a landfill by the Contractor. All disposal costs are the responsibility of the Contractor. All debris removed from the site shall be disposed of by the Contractor at the end of each work day. No debris shall be disposed of in any wetland, flood plain, or other environmentally sensitive area. This debris shall be disposed of at licensed landfill approved by the Bureau of Solid Waste Management of NJDEP.
12. The Owner shall provide the Contractor with the right of access to all manhole locations and the Contractor shall contact and make arrangements with the Lower Township MUA Water Department to access water for the flushing purposes. Any costs associated with this work shall be included in the prices for other bid items.
13. The Contractor shall notify all private property owners in writing at least 72 hours in advance of entering on that property.
14. The Contractor shall provide a written notice to all property owners at least 72 hours in advance of cleaning the lines. This notice shall be reviewed by the Engineer.
15. Should any toilets or other plumbing fixture overflow as a result of any actions of the Contractor or any of his subcontractors, the Contractor shall be held liable for cleaning up any overflow and make any repairs deemed necessary by the Engineer.
16. The Contractor shall keep the Owner informed as accurately as possible as to when they plan to commence work and in what way they intend to proceed. The Contractor shall provide the Engineer with daily Field Reports for each and everyday during the length of the contract. If no work was performed the report should so indicate.
17. The existing sanitary sewerage collection system shall remain operational at all times. All flow control shall be the responsibility of the Contractor, and shall be included in the unit prices bid.
18. The Contractor is advised that the Executive Order 107 issued by Governor Murphy on March 21, 2020 allows construction projects to continue in New Jersey. See General Information 10.0 Covid 19 Scope Add.

### 1.03 COORDINATION OF WORK

- A. The Contractor is responsible for the overall coordination of the construction work of the project. At the beginning of the project the Contractor shall prepare a Construction Progress Schedule in a form acceptable to the Engineer indicating the phasing of all subcontractor's work and the work of his own forces.
- B. The progress schedule shall then be reviewed at a joint meeting of the Contractors, the Subcontractors, the Engineer and the Owner. At this meeting adjustments will be made to the schedule which are agreeable to all and seem appropriate for the timely completion of the project.
- C. The Engineer will monitor the progress of the project and review the status of the completion of work at a regular project meeting. If one or more of the subcontractor is delaying the progress of the project, it shall be the responsibility of the Contractor to take necessary action to bring that portion of the project back on schedule.

### 1.04 PREBID SITE INSPECTION

Prior to the bid date the Contractor is encouraged to visit the site.

### 1.05 IF AND WHERE DIRECTED ITEMS

**For various reasons certain item numbers listed in the bid form contain an if and where directed quantity as part of the entire bid quantity. Contractor is hereby notified that if and where directed quantities may need to be utilized for the completion of the work under this contract and the Contractor shall be held to the bid price for the item in the bid form.**

1.06 COVID-19 Scope Add.

The Contractor is advised that the Executive Order 107 issued by Governor Murphy on March 21, 2020 allows construction projects to continue in New Jersey.

- a. This project is being advertised under COVID-19 Pandemic conditions with the intention of construction starting in the end of March/early April of 2022. The local construction office is operational to perform necessary inspections. Remington & Vernick Engineers is operational to provide all necessary construction management and administration.
- b. In accordance with the contract documents, the Contractor alone is responsible for safety. All guidelines issued by Federal, State, and local authorities shall be followed. Costs associated with added safety measures to comply with these guidelines under the current conditions should be included in the contractors bid price. This includes, but is not limited to: PPE, labor scheduling and staging, added sanitizing and cleaning, and reduced productivity due to social distancing requirements.
- c. In accordance with the contract documents, the Contractor is responsible for the protection of his work, the Owner's property, and all adjacent property as provided by law. This provision applies during active construction, during downtime, and includes delivery to the site of equipment, materials and supplies.

Additionally, Governor Murphy's Executive Order No. 122, issued and effective April 10, 2020 at 8 pm, requires that essential construction projects must adopt policies meeting certain minimum guidelines targeted at safety and reducing opportunity for COVID-19 transmission.

All NJ construction projects will be required to implement the following minimum guidelines:

- a. Prohibit non-essential visitors from entering the worksite;
- b. Limit worksite meetings, inductions, and workgroups to groups of fewer than ten (10) individuals;
- c. Require individuals to maintain six (6) feet or more distance between them wherever possible;
- d. Stagger work start and stop times where practicable to limit the number of individuals entering and leaving the worksite concurrently;
- e. Stagger lunch breaks and work times where practicable to enable operations to safely continue while utilizing the least number of individuals possible at the site;
- f. Restrict the number of individuals who can access common areas, such as restrooms and breakrooms, concurrently;
- g. Require workers and visitors to wear cloth face coverings, in accordance with CDC recommendations, while on the premises, except where doing so would inhibit the individual's health or the individual is under two years of age, and require workers to wear gloves while on the premises;
- h. Require infection control practices, such as regular hand washing, coughing and sneezing etiquette, and proper tissue usage and disposal;
- i. Limit sharing of tools, equipment, and machinery;

- j. Provide sanitization materials, such as hand sanitizer and sanitizing wipes, to workers and visitors; and
- k. Require frequent sanitization of high-touch areas like restrooms, breakrooms, equipment, and machinery.

These minimum standards are required site safety measures that contractors must implement and include the prices within the bid proposal. Contractor claims for lost productivity or schedule delays related to guidelines or restrictions already in place at the time of bidding will not be considered for approval.

The Contractor is expected to provide a supplement to their safety plan to incorporate and provide details with regard to these parameters and any additional as may be implemented.

#### 1.07 PROJECT SCOPE

The above Scope of Work outlines the general items and distribution of work and shall not be construed as being all inclusive.

The project specifications and maps entitled "*LTMUA SEWER MAIN INTERCEPTOR REHABILITATION*", *Township of Lower, Cape May County, New Jersey*" are appended hereto and are part of these specifications.

END OF SECTION 00100



## SECTION 00115

### SPECIAL CONDITIONS

Attention is called to the following special conditions of this project and contract:

1. If necessary or needed dewatering shall be the responsibility of the Contractor and shall be included in the unit prices as bid in the Proposal for the various items. The Contractor shall perform all dewatering in strict accordance with all applicable Federal, State and Local Laws. The Contractor shall assume all liability for any damages caused by dewatering operations. Discharge from dewatering shall not be discharged into a sanitary sewer. The Contractor shall submit a detailed written plan of any proposed dewatering operation specifying method, equipment, length of dewatering time and point of discharge signed and sealed by a licenses engineer in the State of New Jersey.
2. The Contractor shall be responsible for obtaining all necessary municipal and County road opening and dewatering permits, as required.
3. The work area shall be kept in a neat orderly manner at all times with a minimum of disruption to traffic. The Contractor shall be responsible for protecting all private property from damage through his or her operations. Work area safety shall be the responsibility of the Contractor, who will assume all liability for damages through his or her negligence.
4. Roads shall be kept open for access by emergency vehicles at all times. Roads shall be left in a safe condition.
5. Traffic is of the utmost concern to the Owner and the Township. If the traffic control devices needed as determined by the Chief of Police or Engineer are not on-site, the Contractor will not be allowed to proceed with the construction. In the course of the construction, it is determined by the Chief of Police or Engineer, that additional traffic control devices are needed, the Contractor shall have 3 hours to furnish and install the required devices. If the Contractor fails to do so, the Owner may have the work done by others and bill the Contractor and/or deduct the monies due from the amount due the Contractor.
6. Restoration is of the utmost concern to the Owner and therefore the Contractor shall restore paved or concrete areas in kind, shall restore grassed areas in kind, shall restore decorative stone yards by pulling back any plastic or landscape fabric and moving the stone prior to excavation so that it can be put back in place. The Contractor shall be responsible to supply and install any additional landscape fabric and stone to match the existing stone if needed.
7. Trench areas in pavements shall be cut to a neat clean vertical edge to prevent unnecessary breakage of the pavement, if a neat edge cannot be maintained, at the direction of the Engineer, saw cutting will be required of the Contractor at no extra cost to the Owner. Milling of the existing road surface and leaving it in place is an acceptable and preferred method of roadway excavation.
8. The Engineer has the right to suspend work due to frost conditions 6" thick or greater.
9. Any stockpiled asphalt material must be transported off site within twenty-four (24) hours

10. The Contractor shall be responsible for disposal of all spoil materials.
11. The Authority approves and make payments at their monthly meeting which is on the first Wednesday of the month. Payment requests must be received by the Authority fourteen (14) days prior to the meeting date. Included with each payment request the Contractor must submit a Monthly Manning Report, Certification of Payroll, Inspection Reports along with video footage. Remington, and Vernick Engineers requires approximately 14 days to review, therefore the cut off date will be the 1st of the preceding month. Inspection reports and video footage shall be submitted each week to allow ample time to review said submittals.
12. Lower Township MUA will supply the Contractor with the water needed for cleaning the sewers. The Contractor shall coordinate obtaining the water with the Lower Township MUA Water Department. Lower Township MUA Water Department will indicate which hydrants may be used for obtaining water, which may not be adjacent to the work area.
13. Any entry into confined spaces, which includes manholes, and wet wells, shall be done in accordance with all local, State and Federal regulations. Under no circumstance shall entry be permitted in a confined space which is not safe.
14. Contractor shall provide a minimum of six (6) reports before repair and after lining is installed.
15. Contractor is advised Prevailing Wages are applicable for this project. The Contractor shall comply in all respects with the New Jersey Prevailing Wage Act Chapter 150, P.L. 1963 as amended.

END OF SECTION 00115

SECTION 01000

GENERAL REQUIREMENTS

1.01 GENERAL

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely functionable interceptor sanitary system remediation, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the unit price for the major items of work.
- B. Where construction is being performed in traveled roadways, Contractor is to provide necessary traffic control and devices in accordance with the Current Manual on Uniform Control Devices.
- C. Contractor shall notify all utility companies prior to construction of the work under this contract including the utility "Call Before You Dig" requirement at 1-800-272-1000 for any excavation or asphalt paving work under the contract.

Sewer & Water: Lower Township Municipal Utilities Authority  
2900 Bayshore Road  
Villas, NJ 08251  
609-886-7146  
Attn: Craig Loper

Public Works: Lower Township Public Works Department  
771 Seashore Road  
Cape May, NJ 08204  
609-884-0898

Gas: South Jersey Gas Company  
Route 54, One South Jersey Plaza  
Folsom, New Jersey 08037  
609-561-9000, ext. 4270

Electric: Atlantic City Electric Company  
420 Route 9 North  
Cape May Court House, NJ 08210  
(609) 463-3816

Telephone: Verizon Engineering Department  
10 Tansboro Road, 2<sup>nd</sup> Floor  
Berlin, NJ 08009  
609-306-8590

Cable: Comcast Cable  
308 N. Railroad Avenue  
Rio Grande, NJ 08242  
609-579-6270

Cape May County  
Engineer

Cape May County Public Works Department  
4 Moore Road  
Cape May Court House, New Jersey 08210  
609-465-1035

- D. Prior to any excavation, the Contractor shall have all utilities marked, and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts prior to ordering any materials. If the Contractor neglects to determine the vertical and horizontal locations of existing utilities, any and all additional costs related to the conflict shall be the Contractor's sole responsibility. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
- E. If gas service is encountered, Contractor shall call New Jersey Natural Gas Company immediately. All work to be performed by Gas Company.
- F. The contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by the plans or as directed by the Engineer. If so required, the Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.
- G. The Contractor shall take care and caution to preserve and protect all existing pavements, curbs, grass areas, sidewalk, private and public property along and adjacent to the lines of work. Any destruction to any of the above, beyond the limits of work, or caused by careless construction procedures shall be replaced at the Contractor's own expense.
- H. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the owner during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.
- I. All excess material shall remain property of the Owner and delivered by the Contractor at his expense to the site designated by the Owner unless unwanted by the owner. In that case the Contractor shall be responsible to dispose of all material and cost to be included in the unit price bid for all items. If the disposal site is not owned by the Contractor, written permission must be obtained from the property owner and the Contractor shall accept all liability.
- J. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water or any ponds or other bodies of water.
- K. The contractor is hereby advised that Public Law 1975, Chapter 251, as amended by P.L. 1979, Chapter 459 is applicable to this project.
- L. It is the intent of the current standards for Soil Erosion and Sediment Control to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the

contractor will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effect.

- M. The contractor shall apply and pay for all permits that may be required for any of the work involved with this project. Municipalities or Authorities having an interest or jurisdiction on this project are: Township of Lower. Also, see Instructions for Bidders, Section 3.04 Permits.
- N. Contractor is to notify residents by door-hangers at least forty-eight (48) hours in advance before starting construction work on streets.
- O. All notes on plans shall be made a part of the specifications.
- P. Contractor shall notify Engineer at least forty-eight (48) hours in advance of any work on Saturdays. There will be no work permitted on Saturdays, Sundays or holidays. This project will receive inspections and the normal working hours for the Inspector are from 8:00 AM to 4:30 PM, Monday through Friday. Any overtime inspection costs which are avoidable will be reimbursed by the contractor.
- Q. During the construction of the project, travel lanes shall remain open at all times.
- R. Contractor shall take extreme care in the placement of the asphaltic tack coat so as to not make it visible on the concrete curb. It shall be the contractor's responsibility to keep the concrete curb clean of this oil.
- S. Reproducible as-built plans must be furnished by the Contractor to the Engineer prior to final payment.

#### 1.02 PUBLIC UTILITIES

- A. The bidder is advised to ascertain for himself all the facts concerning the location of existing utilities.
- B. The contractor shall cooperate with the utility owners in the adjustment of their facilities and shall notify the utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- C. The Contractor shall permit the owners of utilities, or their agents access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
- D. Separate payments will not be made for the coordination and cooperation of the contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.

#### 1.03 PRE-CONSTRUCTION PHOTOGRAPHS

- A. The Contractor shall, at no extra cost, take digital media on a flash drive, DVD with "voice over" or digital photographs of the site prior to the commencement of construction. The digital media, DVD with "voice over" or photograph record shall accurately depict the existing preconstruction condition of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, mailboxes, street furniture and all other appurtenances within, or outside a 25 foot radius of the limits of the

construction of the project. Two (2) copies of the digital media on flash drive, CD photograph record or DVD with “voice over” shall be provided to the Engineer. The date of all disks, as well as identification as to the location which the records depict, must be provided.

#### 1.04 DISPOSAL OF SURPLUS EXCAVATED MATERIAL

- A. The Contractor shall dispose of all excess material at a site(s) approved to accept the type of material generated. Contractor shall provide certification that all disposal sites are approved to process the type of material delivered.
- B. Disposal of excess excavated materials shall conform with the requirements of Section 201 Clearing Site and Section 202 Excavation of the N.J.D.O.T. Standard Specifications.

#### 1.05 REFERENCE TO THE STANDARD SPECIFICATIONS

- A. Portions of the work performed under this contract shall comply with the requirements of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019, and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified, amended or changed in detail drawings prepared specifically for this particular project.
- B. The N.J.D.O.T. Standard Specifications are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be obtained from the New Jersey Department of Transportation's website.

#### 1.06 DUST CONTROL

The contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor. Any failure by the Contractor to control dust shall result in a written directive from the Owner to immediately correct the situation. Upon failure of the Contractor to comply or the receipt of a second notice, the Contractor shall thereafter be required to install 2” thick temporary pavement on all trenches at no additional cost to the Owner, but rather at the Contractor's sole expense for the remainder of the contract. The 2” thick temporary pavement shall use the requirements of Section 312303. Costs for dust control shall be included in the prices bid for the various items in the bid form.

#### 1.07 DEWATERING

When dewatering will occur and a dewatering permit is not required, the contractor shall monitor for adverse effects to structures or wells due to dewatering and shall be responsible to remedy same to the satisfaction of the Owner. Discharges from dewatering activities which contain silt are subject to:

All discharges from dewatering activities to surface waters, wetlands, vernal habitats, or storm sewers shall be free of sediment. Care shall be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. If discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge. A sedimentation basin shall be constructed and used as specified, where necessary, to protect vegetation and to achieve environmental objectives.

#### 1.08 WORKING HOURS

The Contractor shall limit the hours of work to 8:00 am to 4:30pm, Mondays through Fridays. No work will be permitted on Saturdays, Sundays or Holidays. These hours are to be strictly adhered to unless otherwise approved in writing by the Engineer. Should the Contractor request a change to these hours, the Contractor shall submit a written request, with specific reasons, to the Engineer for approval.

#### 1.09 QUANTITY AND PAYMENT

Unless otherwise provided for in these contract specifications, no separate payment will be made for work associated with this section and all costs shall be included in the various items of the bid proposal.

END OF SECTION

SECTION 01035

PROHIBITED CONSTRUCTION PROCEDURES

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Prohibited construction procedures.

1.2 DESCRIPTION

- A. Prohibited construction procedures for all parts of the work include, but are not limited to the following:

1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or at unspecified locations.
2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any surface waters.
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors, or any wetlands.
4. Damaging vegetation adjacent to or outside of the access road or right-of-way.
5. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of the flow line of any stream.
7. Open burning of debris
8. Applying any pesticides, including defoliants, desiccants, and plant regulators, in any wetlands containing significant stands of high vigor *Spartina Alterniflora* (Saltmarsh Cordgrass), *Zizania Aquatica* (Wildrice), *Typha SP* (Cattail), and *Scirpus Americanus* (Common Threesquare).
9. Applying pesticides whose residues and metabolic products persist in the environment over extended periods of time.
10. Use of asphaltic mulch binders; and
11. Any unpermitted discharge of sewage.
12. Stockpiling equipment/material or passing on properties not designated as temporary or permanent construction easements and/or property owned by the Owner



PART 2 – PRODUCTS

(NONE)

PART 3 – EXECUTION

(NONE)

PART 4 – PAYMENT

No specific payment shall be made for work under this section and all costs for said work shall be incorporated in various items in the bid proposal associated with this work.

END OF SECTION

SECTION 01068

WASTE MATERIAL DISPOSAL

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Requirements for collecting and disposing waste materials encountered in or resulting from the work.

1.2 DESCRIPTION

- A. Waste material common to construction shall include, but not be limited to, equipment and materials resulting from cleaning of the sanitary mains, root cutting and heavy cleaning. The contractor shall be responsible for collecting and removing the debris from the immediate downstream manhole before proceeding to the next section. No debris, grease or roots may be jetted downstream and must be removed from the system.
- B. CONTRACTOR shall collect and promptly dispose of all waste materials generated from the area of the work. Clean-up shall be done on a regular basis.
- C. Waste materials shall not be burned or buried on the Work Site. Collection and disposal of waste shall be a continuous function. The CONTRACTOR shall remove all waste materials before moving to other sections of the Work.
- D. Waste materials shall be disposed of at sites approved by the NJDEP's Office of Solid Waste Administration, which are compatible with the nature of materials being disposed.
- E. A complete listing of sites currently authorized by the NJDEP may be obtained from the Office of Solid Waste Administration, NJDEP, 32 East Hanover Street, Trenton, NJ 08625; Phone: (609) 984-4083.
- F. Waste materials shall be transported by vehicles properly licensed to transport solid waste by the NJDEP, Office of Solid Waste Administration.

PART 2 – PRODUCTS

(NONE)

PART 3 – EXECUTION

(NONE)

PART 4 – PAYMENT

No specific payment shall be made for work under this section and all costs for said work shall be incorporated in various items in the bid proposal associated with this work.

END OF SECTION

SECTION 01201

PRECONSTRUCTION CONFERENCE

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Requirements for the CONTRACTOR to attend a preconstruction conference.

1.2 DESCRIPTION

- A. A preconstruction conference will be held at a time and location set by the ENGINEER to establish various procedures that will be followed for the duration of the construction period.
- B. ENGINEER will preside at the preconstruction conference and will prepare for distribution minutes that describe the major topics of discussion.
- C. In addition to the items that will be reviewed in accordance with the General Conditions, the preconstruction conference agenda will include, but not be limited to:
  - 1. Designation of CONTRACTOR'S responsible personnel and phone numbers to be used in event of an emergency during non-working hours.
  - 2. Disclosure of CONTRACTOR's intended suppliers, vendors, fabricators and major subcontractors.
  - 3. Procedures for the implementation of Change Orders.
  - 4. CONTRACTOR's insurance – if updated since signing of contracts.
  - 5. Procedures for contacting and requirements for providing access for local fire and first aid companies, police, bus companies and local traffic.
  - 6. Site security
  - 7. Housekeeping
  - 8. Record drawings
  - 9. Job site coordination
  - 10. Protection of utilities
  - 11. Storage of material and equipment.

12. Other topics pertinent to the Work that may be presented by conference attendees.

D. Preconstruction conference attendees will be as follows:

1. OWNER
2. ENGINEER
3. CONTRACTOR and major Subcontractors
4. Governmental agency representatives, utility owner representatives, and other parties who may have control of, or may be affected by the Work.

#### PART 2 – PRODUCTS

(NONE)

#### PART 3 – EXECUTION

(NONE)

#### PART 4 – PAYMENT

No specific payment shall be made for work under this section and all costs for said work shall be incorporated in various items in the bid proposal associated with this work.

END OF SECTION

SECTION 01332

SUBMITTALS

PART 1 - GENERAL

1.01 Summary: The Contractor is required to submit either a shop drawing, sample or a Material Certificate of Compliance. No other submittal is required unless required by a specific section of these specifications. This section specifies requirements for handling submittals.

1.02 General Procedures: Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delays.

Coordinate transmittal of different submittals for related elements so processing will not be delayed for coordination with other submittals. The Engineer reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

Processing: Allow two weeks for review. Allow more time if processing must be delayed for coordination with other submittals. The Engineer will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.

No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to Permit processing.

Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on shop drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken:

Project Name  
Date  
Name and address of Engineer  
Name and address of Subcontractor  
Name and address of Supplier  
Name of Manufacturer

1.03 Submittal Transmittal: Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.

1.04 Contractor's Construction Schedule: Submit a fully developed, bar-chart type construction schedule at the preconstruction conference. Provide a separate bar for each construction activity and a vertical line to identify the first working day of each week.

Coordinate the construction schedule with the list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

Indicate completion in advance of the date established for substantial completion. Indicate substantial completion on the schedule to allow time for the Engineer's procedures necessary for certification of substantial completion.

- 1.05 Distribution of Schedules: Distribute approved copies of the construction schedules to the Engineer, Owner, Subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.

Updating: Revise each schedule after each meeting or activity, where revisions have been made. Issue the updated schedules concurrently with report of each meeting. The revised schedule must be approved by the engineer.

- 1.06 Daily Construction Reports: Prepare a daily construction report, recording information concerning events at the site. Submit duplicate copies to the Engineer at weekly intervals. Include the following information:

List of subcontractors at the site.  
High and low temperatures, general weather conditions.  
Accidents, stoppages, delays, shortages, losses.  
Emergency procedures.  
Change orders received, implemented.  
Partial completions, occupancies.  
Substantial completions authorized.

- 1.07 Shop Drawing: Submit new information, drawn to accurate scale. Indicate deviations from contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Include the following information:

Dimensions  
Identification of products and materials included.  
Notation of coordination requirements.  
Notation of dimensions established by field measurement.

Sheet Size: Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets at least 8 1/2" x 11" but no larger than 30" x 42".

Do not use shop drawings without a final stamp indicating action taken indicating action taken in connection with construction.

- 1.08 Product Data: Collect product data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

Manufacturer's printed recommendations.  
Compliance with recognized trade association standards.  
Compliance with recognized testing agency standards.  
Application of testing agency labels and seals.  
Notation of dimensions verified by field measurement.  
Notation of coordination requirements.

Submittals: Submit six (6) copies of each required submittal. The Engineer will retain four (4) copies and return the others marked with action taken and corrections or modifications required.

Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.

Distribution: Furnish copies of final submittal to installers, and other required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of product data is in the installer's possession. Do not permit use of unmarked copies of product and data in connection with construction.

- 1.09 Samples: Submit full-size samples cured and finished as specified and identical to the product proposed. Mount, display or package samples to facilitate review. Prepare samples to match the Engineer's sample. Include the following:

Generic description	Compliance with recognized standards
Source	Availability and delivery time
Product name or name of manufacturer	

Submit samples for review of kind, color, pattern and texture for a final check of these characteristics and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.

Refer to other sections for samples that illustrate details of assembly, fabrication techniques, workmanship, connections, operation and similar characteristics.

Refer to other sections for samples to be returned for incorporation in the work. Such samples must be undamaged at the time of use. On the transmittal indicate special requests regarding disposition of sample submittals.

Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one will be returned marked with the action taken. Maintain sample sets at the project site for quality comparisons.

Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.

Sample sets may be used to obtain final acceptance of the construction associated with each set.

- 1.10 Distribution: Prepare additional sets for subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.
- 1.11 Certification of Compliance: The Owner will accept materials, as specified, on the receipt and approval of a Certification of Compliance stating the materials or assemblies fully comply with the requirements of the contract.

The Owner has the right to sample and test materials or assemblies accepted on the basis of Certificates of Compliance at any time. The Owner will reject materials or assemblies, whether in place or not, if found not to be in conformance with the Contract requirements.

Ensure that four (4) copies of the manufacturer's Certificates of Compliance are provided with each delivery of materials, components, and manufactured items that are accepted by certification. Retain one (1) copy and submit three (3) copies to the Engineer. With the

Certificate of Compliance, provide a transmittal identifying the Item for which it is submitted. Ensure that Certificates of Compliance contain the following information:

1. Project Name.
2. Name of the Prime Contractor.
3. Material Description.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label marking and seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and that representative samples have been sampled and tested.
8. If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract.
9. Signature of a person having legal authority to bind the supplier.
10. Signature attested to by a notary public or other properly authorized person.

The Owner will not make payment for work for which material is accepted on the basis of a Certificate of Compliance until the Engineer has received the required Certificate of Compliance and inspected and accepted the material or assembly.

1.12 Unacceptable Material: Materials, whether in place or not, that do not conform to the requirements of the Contract, are considered unacceptable. The Owner will reject unacceptable materials. Immediately remove rejected materials, unless approved by the Engineer as specified in 105.03 of the Standard Specifications. Do not use rejected material, for which the defects have been corrected, until approval has been given by the Engineer.

1.13 Substitutes for Proprietary Items: If material or equipment is specified in the Contract by using the name of a proprietary item or the name of a particular supplier, the Contractor may propose a substitute except when the Special Provisions state that no substitution is permitted. To request approval for using a substitute item of material or equipment, submit a written request to the Engineer including the following:

1. Certification that the proposed substitute performs the functions and achieves the results called for by the design, is similar and of equal substance to that specified, and is suited to the same use as that specified.
2. Details or catalogue cut sheets on the material properties of the substitute.
3. A statement that the evaluation and approval of the proposed substitute does not hinder the Contractor's ability to complete the Contract as specified in 108.10 of the Standard Specifications.
4. A statement that the proposed substitute for use in the work does not change or modify the Contract.
5. Difference between the proposed substitute from that specified.
6. Manufacturer's recommendations, maintenance requirements, and repair or replacement requirements for the substitute.

Submit additional information as requested by the Owner to assist the Owner's evaluation. The Owner will evaluate the request and notify the Contractor in writing of approval or rejection of the proposed substitute.

The Owner has the right to require the Contractor to provide, at no cost to the Owner, a special performance guarantee or other bond with respect to a substitute.



If, during the use of the substitute material or equipment, the Engineer determines that the work produced is not in conformance with the Contract, immediately discontinue the use of the substitute and complete the remaining work with the specified material or equipment. Remove the deficient work and replace it, or take corrective action as directed by the Engineer. The Owner will not make payment or modify Contract Time to remove and replace work resulting from an authorized substitution.

- 1.14 Engineer's Action: Except for submittals for record, information or similar purposes, where action and return is required, the Engineer will review each submittal, mark to indicate action taken and return. Compliance with specified characteristics is the contractor's responsibility.

Action Stamp: The Engineer will stamp each submittal with a self explanatory action stamp. The stamp will be appropriately marked to indicate action taken.

- 1.15 Quantity and Payment: No separate payment will be made for submittals and the cost incurred shall be included in the various items in the proposal for which the submittals are made.

- 1.16 Unnecessary Submittals: Any and all submittals not required by this section shall be kept in the Engineer's file and not returned to the Contractor.

- 1.17 List of Required Submittals: The "List of Required Submittals" identifies the type of submittal to be made for the specific item identified. The Contractor shall comply and submit the information in accordance with the appropriate requirements of the designated type of submittal.

- 1.18 Electronic Submissions: Electronic Submission of shop drawings will be permitted. The actual process is to be coordinated between the Contractor and the Engineer. The Engineer shall have sole authority to establish the proper protocol for electronic submissions.

## PART 2 – MATERIALS

Not Applicable

## PART 3 – EXECUTION

Not Applicable

## PART 4 – QUANTITIES AND PAYMENT

No separate payment will be made for submittals and the cost incurred shall be included in the various items in the proposal for which the submittals are made.

END OF SECTION

SECTION 01742

CLEANING AND RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall provide all equipment, labor and materials required to clean and restore the site to at least the existing condition.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. At completion of project, restore and 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.
- E. The Contractor shall take care and caution to preserve and protect all existing pavements, curbs, grass areas, sidewalk, private and public property along and adjacent to the lines of the work. Any destruction to any of the above, beyond the limits of work, or caused by careless construction procedures shall be replaced at the Contractor's expense.

PART 2 - MATERIALS

2.01 MATERIALS

- A. For restorations, use the following materials. All materials shall comply with the following Articles of the New Jersey Department of Transportation Standard Specifications latest revisions and these specifications.
- B. Grass restorations: See Section 806 "Fertilizing and Seeding" and Section 808 "Sodding."
- C. Pavement restorations: See Section 401 "Hot Mix Asphalt (HMA) courses."
- D. Restoration of curbs and other concrete structures:
  - 1. Concrete:
    - a. Shall conform to Section 903.
    - b. Compressive Strength: 4,000 psi at 28 days.
    - c. Air-entrained.

2. Joint Fillers: Section 914.01, preformed expansion joint filler.
  3. Curing Compound: Section 903.10.
  4. Roof Drains: Any damaged drains located within the curb shall be restored.
- E. All Other Materials: As approved by the Engineer or authorities as jurisdiction.

## PART 3 - EXECUTION

### 3.01 METHOD OF CONDUCTING WORK - CLEANING

A. Requirements of regulatory agencies:

All excess material shall be removed from the site and disposed of by the Contractor at his expense. Cost to be included in the unit price bid for all items. The disposal site shall be in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills.

B. Cleaning during construction:

Provide 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.

Provide on-site containers for the collection of waste materials, debris and rubbish. Maintain containers as required.

- C. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.

### 3.02 METHODS OF CONSTRUCTION

- 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 the beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the following Articles of the New Jersey Department of Transportation Standard Specifications, latest revision.
- B. Grass Restorations:

See Section 806 "Fertilizing and Seeding" and Section 808 "Sodding."

C. Pavement Restorations:

The method of construction employed shall conform to the requirements set forth in Section 301, 304 and 401 of the Standard Specifications as applicable to the type of material being utilized.

Restoration type and thickness shall be the Owner's standard roadway section.

D. Restorations of curbs and other concrete structures:

1. Curbs: Section 607
2. Other concrete structures: Restore in accordance with applicable Articles of the Standard Specifications.

E. All Other Restorations:

Restore in accordance with applicable Articles of the Standard Specifications, or as approved by the Engineer or authorities having jurisdiction.

PART 4 - QUANTITY AND PAYMENT

4.01 QUANTITY AND PAYMENT

- A. All costs for Cleaning and Restorations shall be included in prices bid for various items scheduled in the Proposal.

END OF SECTION

SECTION 02001

ALLOWANCE FOR ADDITIONAL SANITARY SEWER WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section shall consist of the furnishing of materials, labor and equipment necessary for the repair or replacement of existing materials for “unforeseen” construction activities necessary for a complete installation of any and all sanitary sewer items of work included in these specifications and as shown on the plans.
- B. The “allowance” shall only be used at the Lower Township Municipal Utilities Authority’s discretion.

PART 2 - MATERIALS

2.01 PRODUCTS

- A. All materials shall meet the material requirements for like materials as specified in these specifications.

2.02 SUBSTITUTIONS

- A. Substitutions must be in compliance with Section 5.09 of the General Conditions.

PART 3 – EXECUTION

3.01 METHOD OF CONSTRUCTION

- A. The Contractor shall follow the method of construction for like work as specified in these specifications.

PART 4 – PAYMENT AND QUANTITIES

4.01 PAYMENT AND QUANTITIES

- A. Payment for this work shall only be made if approved by the Engineer, prior to the actual construction.
- B. The Lower Township Municipal Utilities Authority shall be the sole responsible party to determine if a condition is or is not classified as “unforeseen.”
- C. Once the Lower Township Municipal Utilities Authority determines the necessary work was outside the original scope of work and the necessary work is not covered by an item listed on the Bid Form, the Contractor shall provide a breakdown of all supportive labor, material and costs necessary for the Engineer to verify the amount to be paid from the “Allowance for Additional

Work” No payment will be made unless the breakdown information is submitted to and approved in writing by the Engineer.

Payment will be made under “Allowance for Additional Sanitary Sewer Work”

END OF SECTION

SECTION 02410

CLEARING SITE

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section shall include clearing of the site of all surface features, such as railroad ties, mailboxes, gardens, fences, poles, signs, sidewalks, driveways, curbing, etc. in preparation for all other proposed improvements.

PART 2 – MATERIALS

2.01 MATERIALS

- A. NOT APPLICABLE.

PART 3 – EXECUTION

3.01 METHOD OF CONSTRUCTION

- A. As may be required, all materials removed and spoiled to a spoil site must conform to the requirements of N.J.A.C. 7:26-1, for solid or hazardous wastes.

PART 4 - QUANTITY AND PAYMENT

4.01 QUANTITY

- A. Measurement for payment for “Clearing Site” will be made on a lump sum basis.

Pay Item	Pay Unit
Clearing Site	Lump Sum

4.02 PAYMENT

- A.
  1. Payment shall include the cost of clearing the site in preparation for all other proposed improvements. The cost shall include the labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.
  2. Payment shall be made on a percent complete basis equal to the overall project percent complete to date as of the payment requisition.

END OF SECTION

SECTION 027620

SANITARY SEWER CLEANING & TELEVISIONING

1.01 DESCRIPTION

- A. Contractor shall provide all equipment, labor & materials required to clean and televise all existing sanitary sewer main scheduled for rehabilitation/replacement prior to construction. The sanitary sewer main shall be thoroughly cleaned of all debris, roots, grease and other foreign materials.
- B. Contractor shall also conduct a post construction television inspection of the rehabilitated/replaced sanitary sewer main. Post liner CCTV will be paid under the item for the CIPP liner installation.
- C. Contractor shall be paid for the linear feet of cleaning and televising of the sewer main from manhole to manhole when it is complete. Complete is considered ready for lining the sewer. Any additional passes must be included in the liner foot bid in the bid form.
- D. Contractor must review the provided videos and reports and ascertain what work is required and how many passes regardless of pipe repairs to install a new cured in place liner.

1.02 SUBMITTALS

- A. Contractor shall submit three copies of both the pre and post construction videotapes and copies of the Inspection and Work Report to the Engineer.

1.03 QUALITY ASSURANCE

- A. All sewer televising contractors shall be certified by NASSCO for pipeline assessment and certification.
- B. Sanitary televising work shall comply with NASSCO standards.
- C. All televising work shall be done in color with the proper amount of illumination to clearly show the entire pipe Diameter.
- D. The camera shall be of the pan and tilt type.
- E. The televising contractor shall use a DVD tape or digital media to record the entire televising process.
- F. At the start of the televising process, the tape shall record the following:



- A. Date/time
- B. Operator & company name
- C. Sewer project name
- D. Address or intersection of manhole working on
- E. Direction of televising
- F. Counter setting
  
- G. The tape must show the counter recording throughout the televising process.
- H. The tape shall show the clock position and distance from the manhole for each lateral.
- I. The operator shall pan each sewer joint and note any deficiencies on the tape.
- J. The operator shall pan & tilt each lateral and shall position the camera to look up each lateral connection.
- K. Camera height shall be sufficient to avoid the camera head from being submerged.
- L. The operator shall note any deficiencies on the main screen.
- M. The operator shall keep an accurate log consisting of the following:
  - A. Diagram of sewer from manhole to manhole showing direction of flow.
  - B. Shall notate all sewer laterals with clock positions and distance from manholes.
  - C. Deficiencies in the sewer pipe including bellies.
  - d. Special notes describing areas of concern.
  - E. Any deficiencies noted shall be accompanied by a digital photo and included in the inspection report.

#### 1.04 JOB CONDITIONS

- A. Provide adequate protection for all objects and obstacles to be encountered on the property where the work is to be done. Contractor shall be responsible for any damage.
- B. All cleaning and televising work shall be conducted in the presence of the Engineer.
- C. Water
  - 1. Water shall be provided by the Contractor unless the Contractor receives written permission from the local water utility for use of their hydrants.
- D. Work shall continue without interruption until all work has been completed.

- E. The Contractor shall provide and have available back-up equipment to prevent and eliminate any interruption of work due to equipment failure.

## 2.01 EQUIPMENT

- A. Provide sewer jetting machine with a capacity of 35 gpm at 1800 psi and jetting nozzles of the types required to clean all conditions to be encountered. The jetter reservoir shall be provided with an air gap.
- B. Provide root cutting equipment as required to clean all conditions to be encountered.
- C. Should root conditions be encountered, a root killer shall be used to kill and further deter root growth. For replacement projects this shall only be conducted if the camera cannot travel freely through the root conditions.

## 3.01 EXECUTION

### A. Cleaning

1. All jetting shall be against the flow of the sewer unless otherwise directed. Should any obstructions be encountered, the balance of the main shall be cleaned from the opposite direction. Repeated back and forth setups may be required. The Contractor shall include this contingency in his bid price.
2. Each section of main, manhole to manhole, shall be cleaned to the extent that no further material is observed being within or dislodged from the pipe.
3. All material shall be collected by a screening device or other approved device in the downstream manhole.
4. Should there be evidence of roots within the sanitary sewer main, the Contractor shall employ the use of a sectional sewer rodder and root cutting device. The equipment shall be inserted against the flow and cutter attached at the upstream manhole. All root cutting shall be with the flow. Protruding laterals shall be trimmed.
5. Should there be evidence that the mains may have been inadequately cleaned or for other reasons, the Contractor shall employ the use of a television camera or proofer (mandrel) to determine the conditions that exist.
6. Should it be evident that excessive debris, grease or roots are still present after the initial cleaning, the sewer main shall be re-cleaned. No additional payment shall be made for this re-cleaning.
7. The Contractor shall keep a log of all sewer mains cleaned. He shall note the conditions encountered in each main with particular emphasis on existing house laterals, any obstructions encountered and their locations.

8. Contractor shall note the conditions of each manhole, paying particular attention to areas of inflow and infiltration.

## B. Televising of Sanitary Sewer System

### 1. Flow Diversion

- a. When adequate flow control can not be obtained by plugging methods, use pumps or other approved devices to divert all flows during cleaning and inspection operations.
- b. All flow control methods shall be subject to the review and approval of the Engineer.

2. Perform both a pre and post construction closed circuit color television inspection of the sanitary sewer main.
3. Engineer shall have access to view television monitor screen at all times.
4. Provide camera with footage meter so point of observation will be known at all times.
5. The location of all laterals shall be determined during the television inspection and included in the Inspection and Work Report to be furnished by the Contractor.
6. For all work the sewer main shall be televised from manhole to manhole. Televising solely in the area where work occurred is unacceptable.
7. Televising product provided shall be capable of reversal without going back to the start of the video.

## 4.01 PAYMENT

Payment shall be made for this item at the per linear price bid in the Proposal for the item “24” ACP Sanitary Main Pre CCTV Complete (CCTV is Complete Once Pipe is Verified to be Acceptable for Lining)” and shall include all labor, materials and equipment and all else necessary therefore and all other work in connection therewith and incidental thereto to complete the work specified within this section.

Payment shall be made for this item at the per linear price bid in the Proposal for the item “Heavy Cleaning Complete, 24” ACP (Cleaning is Complete When Pipe is Acceptable for CIPP)” and shall include all labor, materials and equipment and all else necessary therefore and all other work in connection therewith and incidental thereto to complete the work specified within this section

END OF SECTION

SECTION 02900

SANITARY SEWER CURED-IN-PLACE LINER  
AND CHEMICAL GROUTING SPOT REPAIR

PART ONE – GENERAL

1.1 Work Included

- 1.1.1 Requirements to remediate a sanitary main by using cure-in-place (CIPP). For purposes of this contract, the CIPP will be 24” in diameter.

1.2 Related Work

- 1.2.1 Temporary Sewer Flow Control
- 1.2.2 Sanitary Sewer Preparatory Cleaning
- 1.2.3 Closed Circuit Television (CCTV) Inspection
- 1.2.4 Curing Monitoring System that allow real time ability to monitor installation and curing process

1.3 System Description

- 1.3.1 The contractor shall heavy clean prior to lining, pre-CCTV, provide flow control, furnish, install and monitor CIPP liner and post CCTV inspection work.

1.4 Quality Assurance

- 1.4.1 Comply with all applicable ANSI, OSHA, ASTM, AWWA, FEDERAL, STATE, and MUNICIPAL codes.
- 1.4.2 Contractor shall certify that strict conformance to OSHA standards regarding entering and working in confined spaces will be followed.
- 1.4.3 Referenced Documents: This specification references ASTM F1216 and is made a part hereof by such reference and shall be the latest edition and revision thereof. ASTM F116 shall govern when this specification does not address installation methods and materials. If there is a conflict between ASTM F1216 and this specification will govern.

1.5 Qualifications of Contractor and Manufacturers

- 1.5.1 Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Engineer.
- 1.5.2 Only proposals from qualified manufacturers’ products and contractors will be accepted. Proposals submitted on products or from contractors that are not qualified will not be considered.

## 1.6 Submittals

1.6.1 Shop Drawings: The contractor shall submit the following to the engineer for approval:

1.6.1.1 Detailed design calculations indicating the thickness of each liner to be installed. Designs shall completely conform with ASTM F-1216 and these specifications.

1.6.1.2 A certification from the material suppliers certifying the material being supplied to the contractor meet the appropriate ASTM specifications and are the approved materials for this project.

1.6.1.3 A certification from the contractor certifying that the materials he is using are the approved materials for this project.

1.6.1.4 Manufacturers data on the rehabilitation process/product by trade name as well as by the industry known generic name. This data shall include a description of the material composition, physical properties, manufacturers recommendation for handling and storing of the material proposed to be used, as well as the installation procedure to be used to install the liner (including cure procedure i.e. hot water, steam, etc.). Also provide the name and address of the resin and felt manufacturers of the lining product.

1.6.1.5 Independent testing laboratory results, testing chemical resistant properties of the CIPP liner in report form (pass/fail).

The CIPP liner must meet the chemical resistance testing recommendations of ASTM F1216, Appendix X2, ASTM D2990 and ASTM D5813, latest editions. Materials testing shall be those proposed for this specific project. Test samples shall be prepared so as to simulate the trauma of installation of the project. The resin shall have been corrosion tested, by the manufacturer at an independent testing laboratory, for a minimum of 10,000 hours and the results of the tests shall be submitted to the engineer in report form.

1.6.1.6 Independent testing laboratory results of CIPP samples, testing for physical and chemical properties listed under Resin below. The independent testing laboratory selected by the contractor shall be accredited by the American Association of Laboratory Accreditation. Resin manufacturer shall certify the materials used in the samples.

1.6.2 At the request of the Engineer, a pipe section sample lined with CIPP liner to be utilized on this project shall be provided.

1.6.3 Project

1.6.3.1 During the course of construction and on a continuous basis, four (4) structural tests shall be performed for quality assurance. Liner thickness shall also be determined with each structural test. Chemical resistance shall be performed

randomly per the direction of the Engineer with a maximum of two (2) tests. Additional testing may be required, structural or chemical if any test fails to meet specified properties as directed by the Engineer and paid for by the contractor. All testing costs shall be included in the related contract unit price for CIPP. Sample locations shall be approved by the Engineer.

1.6.3.2 Certificate of Analysis (C of A for each batch of resin (and catalyst) supplied and used on this project. Copies of the contractor's product shipment purchase orders (P.O.) correlating to each "C of A" shall be provided.

1.6.3.3 Field liner coupon structural and corrosion certified test results shall be provided within fourteen (14) days and fifty (50) days respectively of each sampling. Results shall be faxed to the Engineer from the laboratory.

#### 1.6.4 Warranty

At completion and final contract acceptance of the entire work, the contractor shall provide a Maintenance Bond and a Contractor's Warranty for faithful performance of the contract and for guaranteeing the liner installation. All liner installations shall be warranted to be free of defects and poor workmanship for a period of five (5) years from the date of project acceptance. The "Maintenance Bond" shall be in effect for a period of two (2) years and the "Contractor's Warranty" shall be for five (5) years, running concurrently. Should a defect occur during these five periods that is attributable to the liner installation or materials, then this defect shall be repaired within eight (8) weeks from the date of defect notification to the contractor at no additional cost to the Owner. The contractor shall be obligated for all required repair/replacement costs associated with lateral backups into buildings, all other property damage, engineering and inspection fees and if necessary, enforcement of the warranty including court fees and reasonable attorney fees. Maintenance Bond and Contractor's Warranty forms inserted in the bid with the Contract Agreement shall be duly executed.

## PART TWO – PRODUCTS

### 2.1 CIPP LINER

#### 2.1.1 Corrosion Resistance Requirements

2.1.1.1. The finished pipe shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage. The CIPP shall provide a smooth bare interior with a Mannings coefficient (N) of 0.011.

2.1.1.2 All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode, wick, or lose structural strength that will reduce product life.

#### 2.1.2 Tube

2.1.2.1 The CIPP tubes/tissue will be made of one or more layers of a knitted fiberglass material using E Glass, as manufactured by Owens Corning, flexible needle felt, or equal. The CIPP shall meet the requirements of ASTM F1216 and the Requirements and Test Methods sections of ASTM D 5813.

- 2.1.2.2 The tubes/tissue shall be fabricated to a size that when installed will tightly fit the internal circumference of the host pipe. The tubes/tissue shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments and flexibility to conform tightly to offset joints, bells and disfigured pipe sections without leaving voids behind the liner.
- 2.1.2.3 The tubes/tissue shall meet the Resin Impregnation Requirements of ASTM F 1216 and shall have a uniform thickness and with excess resin distribution that when compressed at installation will meet or exceed the design thickness after cure.
- 2.1.2.4 The bond between the CIPP layers shall be strong and uniform. All layers, after cure, must form a homogenous structural pipe wall with no part of the tubes/tissue left unsaturated by resin.

2.1.3 Resin

- 2.1.3.1 The resin/liner system shall conform to the Test Methods section of ASTM 0 5813 10,000-hour test and Test Method 0 3681 using a 10,000-hour test period.
- 2.1.3.2 The contractor shall furnish a high-quality manufacturer epoxy, vinyl ester Isophthalic polyester series or silicate resin and a compatible catalyst system to accommodate the environment of the existing sanitary sewer system. The resin manufacturer shall be Alpha Owens Corning, Interplastic or equal and shall provide the contractor with their recommended curing cycle and shall submit data to the engineer for approval. The CIPP, when cured, shall have the following minimum values when tested in accordance with ASTM F1216. Loss due to corrosion shall not lower material properties below design values. Testing shall have been performed by an independent testing laboratory.

Material Properties (Minimum) Flexural

<u>In Place Liner</u>	<u>Standard</u>	<u>Results</u>
Tensile Stress	ASTM-D-638	3,000 psi
Flexural Stress	ASTM-D-790	4,500 psi
Flexural Modulus of Elasticity	ASTM-D-790	250,000 psi

Chemical Resistance Test : Method ASTM 0543. Loss not to exceed values for required strength.

- 2.1.4 The minimum length shall be that deemed necessary by the Engineer to effectively span the pipe defect in the sewer main. The Contractor shall verify the lengths in the field before resin impregnation.
- 2.1.5 The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No CIPP technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. If reinforcing

materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the host pipe interface.

2.1.6 Design criteria will be taken from Appendix XI of ASTM F1216. For the project, the minimum thickness will be 4 mils.

2.1.7 Structural Requirements

2.1.7.1 The CIPP shall be designed as per ASTM F1216 using the appropriate design condition: Fully deteriorated.

1. The depth of soil cover, groundwater (assumed to be one (1) foot above ground surface), traffic loads and other loading information to be adopted for CIPP wall thickness determination are listed hereafter and/or shown on the plans.
2. The CIPP design shall assume no bonding to the original pipe wall.
3. Minimum CIPP structural properties are those listed in ASTM F1216.
4. The CIPP shall conform to the minimum structural standards of those tested in ASTM F1216.

2.1.8 The CIPP will stop both infiltration and exfiltration in the areas of the pipe liner and provide a watertight seal at the end of the liner so no water will migrate between the ends of the liner and the host pipe.

2.1.9 Chemical Resistance

The CIPP shall meet or exceed the chemical resistance requirements of ASTM F1216, Appendix X2 and the chemical listed within Table X2.1. CIPP samples for testing shall be of the tubes/tissue and resin system proposed for actual construction. It is required that CIPP samples with and without the coating meet these chemical testing requirements. Confirmation of chemical resistance testing shall be provided to the Engineer.

2.1.10 Wicking

The manufacturer shall certify that the tubes/tissue in the CIPP liner will not wick. Any wicking will be considered a CIPP lining failure and the lining or pipe shall be replaced, at the contractor's expense.

2.1.11 Placement

The finished liner shall be free as practical from wrinkles and have tapered ends. The liner shall not impede the flow characteristics of the pipe or inhibit inspection or maintenance equipment. The liner shall be installed inside the pipe wall of the sanitary sewer main.

## PART 3 – EXECUTION

### 3.1 General



- 3.1.1 The CIPP will be installed without the need of any excavation. It is the intent that the liner be installed through existing manholes.
- 3.1.2 The CIPP will be installed in such a way that there is a smooth transition between the host pipe and the liner and no remote cutting will be required to open either end of the CIPP.

### 3.2 Preparatory Procedures

The following procedures shall be adhered to unless otherwise approved by the Engineer.

#### 3.2.1 Cleaning / Line Obstructions

- 3.2.1.1. Clear the line of obstructions such as (but not limited to) solids, roots, offset joints, protruding service connections, or collapsed pipe which would prevent the insertion of the liner.
- 3.2.1.2 If the pre-installation inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, coordinate with the Owner and Engineer to make arrangements for the removal and replacement of the obstruction. No payment will be made to the Contractor as a result of delays.
- 3.2.1.3. Repairs requiring excavation shall be completed prior to mobilization for lining.
- 3.2.1.4 Cleaning of Main: Remove from the sewer line all internal debris, foreign objects, and materials of any nature which would render the interior pipe surface unsuitable to receive the liner prior to insertion. Verify that all necessary point repairs and cleaning have been completed before the installation of the liner.

#### 3.2.2 CCTV Inspections

Pre and Post Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by CCTV. The interior of the pipeline shall be carefully inspected to determine the location of defects and any conditions that may prevent proper installation and to observe the completed lining. A video and suitable log shall be kept for later reference by the Owner. The video shall show, in succession, before and after conditions.

#### 3.2.3 Flow Control

The contractor, when required, shall maintain sewage flows around the section or section of sanitary main to be CIPP lined.

- 3.2.4 The host shall be prepared to accept the CIPP to obtain the best possible seal.

#### 3.2.5 Sampling

CIPP samples taken for testing shall be of the size required for the specific test and shall be restrained samples, flat plate samples and/or as required for specific laboratory tests,

“Chain of Custody” procedures shall be followed and each sample shall be packaged and shipped from the project site under supervision of the Engineers to the approved laboratory.

### 3.3 Installation Procedure

The following procedures are typically utilized to install the CIPP liner. The liner shall be installed from manhole to manhole or as otherwise directed by the Engineer based upon the pre-CCTV results.

Other methods will be considered, provided the contractor can demonstrate their effectiveness and equality to the specified procedures. The engineer shall be the sole authority to render judgement on the acceptance of the procedure.

- 3.3.1. Installation of the sewer main liner shall be through existing manholes. Excavation for sewer main liner insertion shall not be permitted. Contractor shall coordinate work with the public officials responsible for vehicular traffic.
- 3.3.2. Where water is used for inversion and curing processes it will be supplied by the Contractor. The Contractor may use existing hydrants if approval is received from the local water utility company. Appropriate backflow prevention devices shall be installed on hydrants by the Contractor to prevent contamination of the potable water system as approved by the water company. All costs associated with the use of the water utility provided water are the responsibility of the Contractor.
- 3.3.3. Designate a location where the uncured resin in the original containers and the unimpregnated liner will be impregnated prior to installation. Allow the Owner and Engineer to inspect the materials and "wet out" procedure. A resin and catalyst system compatible with the requirement of this method shall be used.
- 3.3.4 The contractor shall verify the pipe diameter to be lined in the field before resin impregnation. The wet-out tube and sheet shall meet ASTM F1216 Section 7.2 as applicable and shall have a uniform thickness and 5-10% excess resin distribution that when compressed, will meet or exceed design thickness after cure to fill cracks and joints, change in volume due to polymerization and provide a smooth transition to host pipe.
- 3.3.5 The Contractor shall designate a location where the tubes/tissue will be resin impregnated (wet-out) prior to installation. The Contractor shall allow the Engineer to inspect the materials and wet-out procedure. If wet-out is performed at the job site, the location shall be protected so as to avoid contamination by wind-blown debris, rain, etc.
- 3.3.6. The composite resins and tube/tissue can also be prepared in the shop at a remote area under total quality control. The wetted composite shall be transported to the job site under temperature control to prevent premature chemical activation and curing. The installer shall be capable of viewing the liner as it is being placed to verify the exact placement of the liner.

### 3.4 Installation Types

There are a number of ways in which resin-impregnated liner may be inserted into the existing sanitary sewer main. This specification lists two of these methods, other methods may be used upon approval from the Engineer, prior to installation.

#### 3.4.1. Installation By Inversion:

3.4.1.1 The wet out liner shall be inserted through an existing manhole by means of an inversion process and the application of a hydrostatic head or air pressure sufficient to fully extend it to the next manhole. At the lower end of the standpipe or guide chute, the liner shall be turned inside out and attached to the standpipe (or chute) so that a leakproof seal is created. The inversion head of pressure will be adjusted to be of sufficient height to cause the impregnated liner to invert from manhole to manhole and hold the tube tight to the pipe wall, produce dimples at service connections, and flared ends at the manhole. A lubricant shall be used if required. Care shall be taken during elevated curing temperature so as not to overstress the liner material.

#### 3.4.1.2 Curing after inversion:

- a. After inversion is completed, supply a suitable heat source and water recirculation or steam generating equipment. The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin. This temperature shall be determined by, and be suitable for, the resin/catalyst system employed.
- b. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing curing medium. Another such gauge shall be placed between the impregnated liner and the pipe invert at the remote manhole to determine the temperatures during cure. The curing medium temperature in the line during the cure period shall be as recommended by the resin manufacturer.
- c. Initial cure shall be deemed to be completed when inspection of the exposed portions of the liner appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. After initial cure is reached the temperature shall be raised to the post cure temperature recommended by the resin manufacturer. The post cure temperature shall be held for the period recommended by the resin manufacturer, during which time the distribution and control of the curing medium shall continue. The curing of the CIPP shall consider the host pipe material, the resin/catalyst system, and the temperature, moisture level and thermal conductivity of the soil.

#### 3.4.2 Insertion by Winching:

3.4.2.1 Prior to installation of the liner, the downstream manhole of the section to be lined shall be plugged.

3.4.2.2 The wet out liner shall be inserted through the existing upstream manhole and attached to the end of the liner with an appropriate pulling head.

- 3.4.2.3 Rollers shall be installed in the upstream and downstream manholes to guide the liner into and out of the host pipe and to guard against chafing of the crowns at the entry and exit from the winch cable.
- 3.4.2.4 The sewer invert throughout the section to be lined shall be covered with a polyethylene foil or other suitable material to facilitate threading of the liner and reduce the risk of damage to the liner material.
- 3.4.2.5 Attach air and steam manifolds at both ends of the liner and expand with air pressure inflating and pressing the liner material in a tight fit against the inner walls of the host pipe.
- 3.4.2.6 Curing after winching;
- a. After inflation is completed supply a suitable heat source. The equipment shall be capable of delivering steam to the remote end of the run and shall allow a uniform raising of the temperature and pressure required to cure the resin.
  - b. The heat source shall be fitted with suitable monitors to gauge the pressure of the incoming and outgoing steam. The temperature of the line during the cure period shall be as recommended by the resin manufacturer.
  - c. Initial cure shall be deemed completed when inspection of the exposed portions of the liner appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. After initial cure is reached the temperature shall be raised to the post cure temperature recommended by the resin manufacturer. The post cure temperature shall be held for the period recommended by the resin manufacturer, during which time the distribution and control of the curing medium shall continue. The curing of the CIPP shall consider the host pipe material, the resin/catalyst system, and the temperature, moisture level, and thermal conductivity of the soil.
  - d. Cool Down:  
  
Cool the hardened liner to a temperature below 100° F or 113°F for water or steam curing respectively, before relieving the pressure in the section. Cool down may be accomplished by the introduction of cool water into the section to replace water or steam and water being drained from a small hole made in the downstream end. Care shall be taken in the release of the static head or air pressure so that a vacuum will not be developed that could damage the newly installed lining.
  - e. Service Connections (if applicable):  
  
After curing and testing is complete reconnect the existing active service connections from the interior of the pipe and manhole by means of a

television camera and a cutting device that reestablishes them to not less than 90% capacity.

When the Contractor leaves the site at the end of the day, contractor shall confirm the liner is installed and no service connections shall be left unconnected.

f. Sealing at Manholes:

If, due to a broken or misaligned pipe at manhole walls, the CIPP fails to make a tight seal, apply a seal at that point. The seal shall be of a resin mixture compatible with and suitable for the installed liner.

g. Finish

The finished cast in place pipe shall be continuous over the entire length of any section and be as free as commercially practicable from any visual defects such as foreign inclusions, dry spots, pinholes, and delamination. It shall meet the pressure and leakage tests specified herein.

### 3.5 Curing Monitoring System (CMS)

- A. All pipes shall utilize a curing monitoring system and a fiber optics sensing cable which allows for the real-time ability to monitor and collect the temperature continuously along the entire length of the liner throughout the installation and curing process.
  - 1. Continuous temperature sensing shall be taken at intervals of every six-inch (6") at a sixty (60) second sampling rate.
  - 2. Thermal Coupler Sensor(s) shall be placed at access points (ie. MHs) to be used as a fail-safe should the fiber optic cable be compromised.
  - 3. The system shall also provide a secure web-based application that will allow Owner and Engineer the capability to log in from a computer and/or smartphone to monitor the curing process, remotely in real-time.
  - 4. CMS, software and fiber optic cable(s) shall be supplied by the CMS manufacturer to ensure compatibility.
- B. Acceptable Curing Monitoring System (CMS) Manufacturer's:
  - a. VeriCure<sup>®</sup> CMS (a Vortex Company)
  - b. Or approved equal

### 3.6 Inspection and Testing

The installation shall be inspected by closed-circuit television. No infiltration of groundwater should be observed. All service entrances should be accounted for and be unobstructed. Provide three (3) copies of post construction CCTV inspection with written description of post construction conditions including flash drive with video.

### 3.7 Chemical Grouting and Spot Repairs

- 3.7.1 Sealing material must have to perform effectively in the intended application and under expected field conditions. The intended application is 1) remotely sealing sewer pipe joints with a sealing packer and 2) sealing active infiltration into sanitary mains.
- 3.7.2 The chemical sealing materials shall be for specific use in sanitary mains and shall have the following characteristics:
- a. While being injected, the chemical sealant must be able to react / perform in the presence of water.
  - b. The cured material must withstand submergence in water (sanitary) without degradation.
  - c. The resultant sealant (grout) formation must prevent the passage of water (infiltration) through the sewer pipe joint.
  - d. In place, the sealant formation should be able to withstand freeze / thaw and wet/dry cycles without adversely affecting the seal.
  - e. The cured sealant should be chemically stable and resistant to the concentrations of acids, alkalis, and organics found in normal sewage.
  - f. Packaging of component materials must be compatible with field storage and handling requirements. Packaging must provide for worker safety and minimize spillage during handling.
  - g. Mixing of the component materials must be compatible with field operations and not require precise measurements of the ingredients by field personnel.
  - h. Cleanup must be done without inordinate use of flammable or hazardous materials.
  - i. Residual sealing materials must be easily removable from the sewer line to prevent reduction of blockage of the sewage flow.
  - j. The basic equipment shall consist of necessary chemical sealant container, pumps, regulators, valves, hoses etc.
  - k. The equipment shall be sized and designed so that the proportions and quantities of materials can be regulated in accordance with the type and size of leak being sealed.
- 3.7.3 Materials – Acrylamide Base Gel
- a. A minimum of 10% acrylamide base material by weight in the total sealant mix.
  - b. The ability to tolerate some dilution and react in moving water during injection.
  - c. A viscosity of approximately 2 centipoise which can be increased with additives.
  - d. A constant viscosity during the reaction period.
  - e. A controllable reaction time from 1- seconds to 1 hours.
  - f. A reaction (curing) which produces a homogeneous, chemically stable, non-biodegradable, firm, flexible gel.
  - g. The ability to mix viscosity, density and gel strength by the use of additives.
- 3.7.4 Materials – Acrylic Base Gel
- a. A minimum of 10% acrylic base material by weight in the total sealant mix.
  - b. The ability to tolerate some dilution and react in moving water during injection.
  - c. A viscosity of approximately 2 centipoise which can be increased with additives.
  - d. A constant viscosity during the reaction period.
  - e. A controllable reaction time from 5- seconds to 6 hours.
  - f. A reaction (curing) which produces a homogeneous, chemically stable, non-biodegradable, firm, flexible gel.
  - g. The ability to mix viscosity, density and gel strength by the use of additives.

### 3.7.5 Materials – Shrink Control Additive

- a. The additive shall protect against shrinkage and improve the strength of the gel.
- b. Water based emulsions compatible for use with acrylamide and acrylic based gel grouts.
- c. Formulated to be added to grout tank.
- d. 49% minimum solids content.
- e. A viscosity of 130 centipoise.

## PART 4 – MEASUREMENT AND PAYMENT

### 4.1 Sanitary Main, CIPP Liner

- A. The quantity of pipeline repairs using resin-impregnated liner to rehabilitate a 24” ACP for which payment shall be made will be on a per linear foot basis for 24” sanitary main horizontally, if & where directed.
- B. Payment will be made for the quantity as above determined at the price bid per unit in the bid form which price shall include the cost preparing the sanitary main, providing resin impregnated liner, curing reports, post cured CCTV, testing, installation, leakage testing, report submission, labor, materials, and equipment and all other work necessary in connection with and incidental thereto.

### 4.2 Chemical Grout Joint Repairs

- A. The quantity of pipeline repairs using chemical grout for which payment shall be made will be on a per unit basis for 24” diameter sanitary main, if & where directed.
- B. Payment will be made for the quantity as above determined at the price bid per unit in the bid form which price shall include the cost preparing the sanitary main, providing chemical grout, injection, leakage testing, report submission, labor, materials, and equipment and all other work necessary in connection with and incidental thereto.

### 4.3 Chemical Grout Crack Repairs

- A. The quantity of pipeline repairs using chemical grout for which payment shall be made will be on a per linear foot basis for 24” diameter sanitary main, if & where directed.
- B. Payment will be made for the quantity as above determined at the price bid per linear foot in the bid form which price shall include the cost preparing the sanitary main, providing chemical grout, injection, leakage testing, report submission, labor, materials, and equipment and all other work necessary in connection with and incidental thereto.

END OF SECTION

SECTION 312300

TEMPORARY BYPASS PUMPING SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Section includes requirements for implementing a temporary pumping system for the purpose of diverting existing sewage flow around work area for duration of the project. Note to Contractor: One portion of the project will require a dual bypass system directly into the pump station to install the CIPP between manhole 14 and manhole 2171.

1.2 QUALITY ASSURANCE

- A. Follow federal, state, county and local standards and as specified herein.
- B. Perform leakage and pressure tests on discharge piping using clean water, before operation. Notify the Engineer 24 hours prior to testing.
- C. Maintain and inspect temporary pumping system every two hours. Responsible operator: on site when pumps are operating.
- D. Keep and maintain spare parts for pumps and piping on site, as required.
- E. Maintain adequate hoisting equipment and accessories on site for each pump.

1.3 BYPASS PUMPING

- A. The bypass system shall be of sufficient capacity to handle peak flow of the pipe peak time (May) a maximum daily flow value of 1.2 million gallons per day has been provided by the LTMUA. Additional data may be warranted and can be obtained from LTMUA Superintendent Craig W. Loper at (609) 886-7146. Provide the necessary labor and supervision to set up and operate the pumping and bypassing system. Contractor shall comply with local municipalities sound ordinance. If pumping is required between the hours of 8:00 PM and 6:00 AM, engines shall be equipped as specified in paragraph E, below, in order to keep noise to a minimum. The equipment shall be manned continuously. During bypass pumping operations, the Contractor shall provide the necessary labor to continually monitor the operation and ensure uninterrupted and sufficient pumping at all times.
- B. Contractor shall provide all materials and labor as necessary to maintain flows in the existing sewer interceptor and all collector and lateral lines at all times and under all weather conditions. Interruption of flows will not be permitted. Overflows from bypass operations will not be permitted to enter into any streams or bodies of water. **The Contractor will be solely responsible for any legal actions taken by the state, county or municipal regulatory agencies if such overflows occur during construction.**
- C. Bypass pumping equipment shall include pumps, conduits, engines, and related equipment necessary to divert the flow or sewage around the section in which work is to be performed. In addition, the Contactor shall maintain at the same location



and in operable condition, duplicate equipment to be used in case there is equipment failure. In this event, the Contractor shall promptly repair or replace the failed equipment to the satisfaction of the Engineer.

- D. The new sewer line may be used by the Contractor to carry the sanitary flows after the new pipe has passed inspection and testing. Any "temporary" connections to the new sewer line shall be approved by the Engineer.
- E. Engine driven equipment for bypass pumping equipment shall have "critical grade mufflers." If equipment is operated between the hours of 8:00 PM and 6:00 AM, this equipment shall also be provided with sound attenuation enclosure consisting of a three sided enclosure with roof constructed of 2 x 4 frame with 1/2-inch plywood sheathing and 2-inch Styrofoam panels attached to the inside of the entire enclosure. The enclosure shall be portable in order to allow the enclosure to be moved when bypass pumping equipment is moved. These conditions are subject to any other additional stipulations that may be required by Township sound ordinances.

#### 1.4 SUBMITTALS

- A. Detailed plan and description of proposed pumping system.
- B. Plan Requirements: The plan should include, but is not necessarily limited to, the following details:
  - 1) Staging areas for the pumps.
  - 2) Sewer plug method and type of plugs or gates to be used.
  - 3) Number, size, material, locations, and method of installation of suction piping.
  - 4) Bypass pump sizes, capacity, number of each size to be on site, and power requirements.
  - 5) Calculations of static lift, friction loss, and flow velocity.
  - 6) Stand-by power.
  - 7) Downstream discharge plan.
  - 8) Method of noise control for each pump.
  - 9) Temporary pipe supports and anchoring required.
  - 10) Heavy equipment needed for installation of pumps and piping.
  - 11) Stand-by/back-up pump set for the bypass application.
  - 12) Detail plan for 24-hour monitoring.
  - 13) Fueling of pump sets on demand.
- C. Written certification stating the bypass system will meet requirements of codes, and regulatory agencies having jurisdiction.

#### 1.5 CONTRACTORS RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. Schedule and perform work in manner that does not cause contribute to incidence of overflows, releases, or spills of sewage from sanitary sewer system or bypass operation.
- B. Sewer Overflows/Penalties the Contractor shall make every effort to avoid causing sewer overflows. All sewer overflows shall result in the following disciplinary actions:

Incident	Penalty
First Violation	\$2,000.00
Second Violation	\$5,000.00
Third Violation	\$10,000.00
Fourth Violation	Termination of Contract

For all sewer overflows, the Contractor shall be responsible, and shall reimburse The municipality, for any damages, operational costs, fines, or other effects.

1) Unplanned Service Outages: The Contractor shall make every effort to avoid causing unplanned service outages. All Contractor caused service outages shall be investigated by the Engineer. If the investigation determines that the Contractor could have avoided the service outage, then the outage shall result in disciplinary action as shown above.

#### 1.6 DELIVERY AND STORAGE

A. Transport, deliver, handle, and store pipe, fittings, pumps, ancillary equipment and materials to prevent damage and following manufacturer’s recommendations.

1. Inspect all material and equipment for proper operation before initiating work.

B. Material found to be defective or damaged due to manufacturer or shipment.

1. When Engineer deems repairable: Repair as recommended by manufacturer.
2. When Engineer deems not repairable: Replace as directed by Engineer before initiating work.
3. Repair or replacement of defective or damaged material and equipment will be at no cost to Owner.

#### PART 2 MATERIALS

##### 2.1 MATERIALS

A. Discharge and Suction Pipes:

1. Discharge piping: Determined according to flow calculations and system operating calculations.
2. Suction piping: Determined according to pump size, flow calculations, and manhole depth following manufacturer’s specifications and recommendations.

B. Polyethylene Plastic Pipe:

1. High density solid wall and following ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-

- DR) based on Outside Diameter, ASTM D1248 and ASTM D3550
2. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.

C. High-Density Polyethylene (HDPE).

1. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.
  - a. Defective areas of pipe: Cut out and joint fused as stated herein.
2. Assembled and joined at site using couplings, flanges or butt-fusion method to provide leak proof joint. Follow manufacturer's instructions and ASTM D 2657. a. Threaded or solvent joints and connections are not permitted.
3. Fusing: By personnel certified as fusion technicians by manufacturer of HDPE pipe and/or fusing equipment.
4. Butt-fused joint: True alignment and uniform roll-back beads resulting from use of proper temperature and pressure.
  - a. Allow adequate cooling time before removal of pressure.
  - b. Watertight and have tensile strength equal to that of pipe.
5. Use in streams, storm water culverts and environmentally sensitive areas.

D. Flexible Hoses and Associated Couplings and Connectors.

1. Abrasion resistant.
2. Suitable for intended service.
3. Rated for external and internal loads anticipated, including test pressure.
  - a. External loading design: Incorporate anticipated traffic loadings, including traffic impact loading.
4. When subject to traffic loading, compose system, such as traffic ramps or covers.
  - a. Install system and maintain H-20 loading requirements while in use.

E. Valves and Fittings: Determined according to flow calculations, pump sizes previously determined, an system operating pressures.

F. Plugs: Selected and installed according to size of line to be plugged, pipe and manhole configurations, and based on specific site.

1. Additional plugs: Available in the event a plug fails. Plugs will be inspected before use for defects which may lead to failure.

G. Aluminum "irrigation type" piping or glued PVC piping will not be permitted.

H. Discharge hose will only be allowed in short sections when approved by Engineer.

## 2.2 EQUIPMENT

### A. Pumps.

1. Fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in priming system.
2. Electric or diesel powered.
3. Constructed to allow dry running for long periods of time to accommodate cyclical nature of effluent flows.

### B. Provide.

1. Necessary stop/start controls for each pump.
2. One standby pump of each size maintained on site.
  - a. On-line, isolated from primary system by a valve.
3. Quiet flow pumps at request of Engineer.

## PART 3 EXECUTION

### 3.1 PUBLIC NOTIFICATION

- A. Contractor shall assume all responsibility for notification to and coordination with all customers whose building sewer laterals will be out of service during the Work. Notifications shall be in writing via door hanger, door flier or U.S. mail. Notification shall be given 72 hours in advance of loss of service, (excluding weekends and holidays). Notice shall clearly state the purpose of the work, shall advise all affected customers against water usage until the sewer line is placed back in service, and shall clearly state the potential consequences of use of residential wastewater generating facilities during the time when the building sewer service will be out of service (i.e. sewer back-up). The notice shall include the project name, project number, Lower Township M.U.A. department name, Lower Township M.U.A. employee contact number, and the Contractor's local 24 hour contact number for residents to call if they have questions regarding the work.

### 3.2 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Precautions shall be taken to ensure that flow control and dewatering operations shall not cause flooding or damage to public or private properties. In the event flooding or damage occurs, the Contractor shall make provisions to correct such damage at no additional cost to the Owner. The Contractor shall be responsible for any damages to public or private property, overflows from the sewer system and violations resulting in fines as a result of the dewatering/bypass operation.

### 3.3 WET WEATHER EVENTS

- A. Where the flow control mechanism is not sufficient to handle a wet weather event, the flow control/diversion or pumping system shall be capable of quick removal so as not to create an overflow to surface waters, overflow to ground, or back-up in buildings. Any monetary fines associated with avoidable overflows shall be paid for by the Contractor.

### 3.4 PREPARATION

- A. Determining location of bypass pipelines.
  1. Minimal disturbance to existing utilities.
    - a. Field locate existing utilities in proposed bypass area.
  2. Obtain approvals for placement within public or private property.
  3. Obtain Engineer's approval of location.

### 3.5 INSTALLATION AND REMOVAL

- A. Provisions and requirements must be reviewed by Engineer before starting construction.

- B. Remove manhole sections or make connections to existing sewer and construct temporary bypass pumping structures at access location as required to provide adequate suction conduit.
- C. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, remove in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- D. When working inside manhole or force main, exercise caution. Follow OSHA, Local, State and Federal requirements. Take required measures to protect workforce against sewer gases and/or combustible or oxygen-deficient atmosphere.
- E. Installation of Bypass Pipelines:
  - 1. Pipeline may be placed along shoulder of roads.
    - a. Do not place in streets or sidewalks.
  - 2. When bypass pipeline crosses local streets and private driveways, place in roadway ramps.
    - a. When roadway ramps cannot be used, place bypass in trenches and cover with temporary pavement as approved by Engineer.
- F. During bypass pumping operation, protect sewer lines from damage inflicted by equipment.
- G. Upon completion of bypass pumping operations, remove piping, restore property to pre-construction condition and restore pavement.

## PART 4 QUANTITY AND PAYMENT

### 4.01 QUANTITY AND PAYMENT

- A. Quantity:  
Pay Item “Bypass Pumping, Complete” will be measured for payment on a Lump Sum basis.
- B. Payment for “Bypass Pumping, Complete” shall include coordination with all appropriate Township departments, furnishing, installing, repositioning, relocating, maintaining and removal of all devices, and all materials, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto. Payments will be made in the same percentage of total sanitary sewer work complete for each monthly payment beginning with the initial payment request.

END OF SECTION

## SECTION 312301

### TRENCH EXCAVATION, BACKFILL AND COMPACTION

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Trench Excavation, Backfill and Compaction shall include trench excavation, backfilling for all utilities, and all appurtenances at the required locations.
- B. For various items for which backfill is necessary, the following applies:  
The contractor is to use “Select Backfill (If and where directed)” as backfill, beginning at the spring line of the pipe to the existing grade unless existing material is deemed suitable by the Engineer or his representative.
- C. Stone foundation for pipe bedding shall be used in all trenches in accordance with the Typical Trench.
- D. All in situ material taken from the excavated trench must be approved to be used as trench backfill in writing by the Engineer or the onsite inspector.

#### PART 2 – MATERIALS

##### 2.01 MATERIALS

- A. The Contractor shall, at his expense, make such test pits and borings along the line and site of the work to satisfy himself regarding the character of the various strata of sub-surface materials and the amount of ground water that may be encountered in the course of construction and shall bid accordingly and the unit lump sum prices bid for the various pipes or structures requiring excavation shall include the difficulties to be encountered in excavation. Excavation shall include all materials excavated, encountered, including but not limited to rock, earth, shale, quicksand, gravel, sand, cinders, broken stone, concrete, paving, filled material, etc., and all miscellaneous excavation not herein specified and classified.
- B. Stone for trench stabilization and pipe bedding:  
  
Material for bedding under pipes and structures shall be broken stone conforming to Section 901.03-1 of the N.J.D.O.T. Standard Specifications, and meeting the gradation for No. 57 as specified in Table 901.03-1.  
  
Material for trench stabilization shall be broken stone conforming to Section 901.03-1 of the N.J.D.O.T. Standard Specifications and meeting the gradation for No. 5 as specified in Table 901.03-1.
- C. “Select Fill” for pipes shall be designated as DGA (if and where directed) should the excavated material be deemed unacceptable. “Select Fill” shall meet all the requirements of Section 901.10.01 of the N.J.D.O.T. Standard Specifications and meeting the gradation specified in Table 901.10-1.

##### 2.02 QUALITY ASSURANCE

In the course of backfilling trenches for utility installations, the Engineer may require “Field Density Determinations” or compaction tests. When compaction tests are called for, the Engineer will determine the location of the tests and the Owner shall engage a qualified testing firm to perform the test. Field density determinations shall be performed in accordance with AASHTO T191, T205, and T214, modified to include material sizes used in the laboratory determination of density with nuclear field density testing device or by other approved methods. The Engineer will observe tests and a copy of the test results and inspection report will be submitted by the testing firm directly to the Engineer. When the test results indicate that the density is less than the percent specified, the Contractor shall excavate and re-compact the areas that have failed at no expense to the Owner. Payment for failed compaction test shall be made by the Contractor by deducting the cost from the forthcoming retainage.

Minimum Compaction Limits

Location	Density
Areas under roadway pavement surfaces, shoulders, sidewalks, and curb and gutter	95% of the maximum dry density by ASTM D 698 (Standard Proctor), AASHTO T-99.
Under turf, sodded, planted, or seeded non-traffic areas	90% of the maximum dry density by ASTM D 698 (Standard Proctor), AASHTO T-99.

### PART 3 – EXECUTION

#### 3.01 METHOD OF CONSTRUCTION

- A. General Excavation - Excavation of all materials of whatsoever nature encountered shall be made to the lines and grades shown on the drawings, or as may be necessary to fully carry out the intent of the drawings, and of these specifications, where no grades are indicated or described. Surfaces of excavations in earth, exposed in the finished work, both level and sloped, shall be excavated in planes four inches lower than the finished surfaces, measured perpendicularly to the plans, and shall be brought up to the finished surfaces with 4" top soil as specified elsewhere. Finished surfaces shall be true to line and grade and shall be dressed to even planes. Unless otherwise shown or stated on the drawings, all exposed slopes excavated in earth shall be in accordance with OSHA regulations.

Slopes shall be kept true to line and grade during the progress of the work, and should any slope be scoured by storm water, or disturbed or should any excavation be scoured or disturbed before final payment is made, the Contractor shall promptly restore the slope or excavation so scoured, gullied or otherwise disturbed to line and grade before final payment is made. No additional compensation will be paid the Contractor by reason of the encountering of any unusual or unexpected subsoil conditions.

Where required, the Contractor shall provide sheathing and shoring to maintain the stability of side slopes or limit the width of excavation so not to disturb adjacent structures paving or utilities at no additional cost to the Owner.

- B. Excavating Trenches, etc.
1. To insure uniformity of support and proper alignment of the pipe, the trench shall be excavated to a minimum depth of six (6) inches below the pipe. The Bedding shall be shaped so the bottom quadrant of the pipe rests on the bed. Bell holes and depressions as required of the joint shall be dug after the bedding has been graded and shaped, and shall be only of such length, depth and width as required for properly making the particular type of joint.

Contractor shall place bedding material over a flat trench foundation. The middle bedding equal to 1/3 of the outside diameter of the pipe shall be loosely placed uncompacted, the remaining trench bedding shall be compacted to 90% standard proctor density.

2. In excavating for all pipes, inlets and manholes, the trenches between the lines of sheathing, if sheathing is used, must be of sufficient width to permit the work to be constructed in the manner and of the size specified. All excavating shall be confined within the narrowest possible limit and made as nearly as possible in a vertical line, and any sheathing, shoring, bracing or timbering which is necessary to obtain this result shall be done as hereinafter specified. Sloped banks will not be permitted except where permitted by the Engineer.

The maximum width of trench at top of pipe measured to undisturbed earth shall be:

I.D. of Pipe	Width
8"	2'-3"
12"	2'-7"
15"	2'-9"
18"	3'-0"
21"	3'-3"
24"	3'-6"
30"	4'-0"
36"	4'-6"
42"	5'-6"
48"	6'-0"

Should sloped banks be permitted, contractor shall, at no extra charge to Owner, provide temporary surface over width of disturbed area of street to provide for the unrestricted use of traffic immediately upon completion of backfill. Such temporary surfacing shall be stone, gravel or as required to permit traffic immediately.

All trenches shall be excavated on the lines designated by the Engineer and to the grades and depths necessary for the laying of pipes at the grades given by him. The lines and grades given by the Engineer shall, in general, consist of a benchmark for elevation control and a baseline and from this point on, contractor shall lay out his own work and build. Where, in the opinion of the Engineer, the original depth is sufficiently compact and solid for the foundation of the work, the bottom of the trench shall be excavated to conform to the external form of the pipe and under each bell or joint, unless the pipe is laid on a plank foundation, the trench shall be so hollowed out as to allow the body of the pipe to have a bearing throughout on the trench bottom and to provide ample room for the making of joint.

In case a trench be excavated at any place below given grade excepting at pipe joints, it shall be refilled to the proper grades in the manner hereinafter specified. Unless otherwise specified, all excavation shall be performed by the open cut method.

- C. Unauthorized Excavation - Special care shall be taken to prevent the movement of disturbances of earth under the foundation of the pipelines, manholes and other structures by providing adequate sheathing and bracing. Where the excavation is carried beyond or below



the lines and grades given by the Engineer, or wherever the Engineer shall determine that any material has been loosened or disturbed sufficiently to reduce its supporting power, remove all such loosened material and refill all such excavated space to grade with sand or loam thoroughly rammed, in such manner as may be directed by the Engineer in order to ensure the adequate support and stability of the pipeline and other structures.

All excavation and any other operation shall be confined to the width of the right-of-ways available.

- D. Additional Excavation - If material satisfactory for foundations is not found at the elevation of grade, or in case it is found undesirable or necessary to excavate to additional depth, the excavation shall be carried to such additional depth as the Engineer may direct, and refill with broken stone conforming to Section 901.03.01 of the N.J.D.O.T. Standard Specifications meeting the gradation for No. 5 as specified in Table 901.03-1, by the Contractor at no extra cost to the Owner.
- E. Tunneling - No tunneling will be allowed except by permit from the Engineer. When tunneling, excavate the materials to cross sections as may be designated by the Engineer.
- F. Amount of Trench to be Opened - The Engineer shall have the right to limit the amount of trench which shall be opened in advance of the completed pipeline and also the amount of trench left unfilled. Unless otherwise specified, not more than three hundred feet of trench shall be opened or partly opened at any one time in one operation. Adequate provisions shall be made for the use of cross walks and driveways. Provide and maintain all necessary barricades and lights.
- G. Materials Excavated - The materials excavated shall be laid compactly on the side of the trench or excavation and kept trimmed as to be of as little inconvenience as possible to traveling public and to adjoining tenants. Where the streets are paved, the paving materials shall be kept separate from the other materials excavated. All streets shall be kept open for travel unless otherwise directed by the Engineer.
- H. Removal of Excavated Materials - The Contractor shall not, without permission from the Engineer, remove from the line of the work any excavated materials. All excess excavation shall remain the property of the Owner and shall be disposed of at the location so designated by the Owner within the limits of the site at the Contractor's expense. However, if the Owner has no real need for this excess excavation, or if the material is unsuitable, it shall be the Contractor's responsibility to dispose of said material at no expense to the Owner. The disposal site shall be one approved by the NJDEP.
- I. Shoring and Sheathing - All faces of excavation shall be properly sheathed, timbered and braced where necessary to furnish suitable dry and safe working conditions acceptable to the Engineer, to preserve the load carrying capacity of the soil, to keep the excavation within the narrowest possible limit to protect any structure or paving adjacent to or close to the trenches, or work of excavation from damages. Bracing shall be so arranged so as not to place any stress on portions of the completed work until the general construction thereof has proceeded far enough to provide the necessary strength as determined by the Engineer.

Any damage to the pipelines or structures occurring through settlement, water or earth pressure, slides, caves or other causes shall be repaired by the Contractor at no cost to the Owner.

The Contractor shall include in the unit prices bid for the various items the cost involved in the shoring, sheathing, bracing and timbering and the maintenance, etc. of the trenches and

other excavation during construction. The Contractor shall be held responsible for the protection of all subsurface and above-ground utilities, adjacent structures, buildings, curbs, sidewalks and street pavement from any settlement, destruction, or damage and for the maintenance of same during construction and for any repair, replacement or restoration of same without cost to the Owner, resulting from the installation of the water mains or other structures under this contract from the time of completion for a period of one year thereafter to the satisfaction of the Owner.

The Contractor shall be held responsible for the protection of the foregoing described adjacent structures and he alone shall decide upon the advisability of removing any of the sheathing, shoring, bracing or timbering. The Contractor shall, however, notify the Engineer of the removal of any of the sheathing, shoring, bracing or timbering, but such notification is not to be construed as relieving the Contractor of his obligation and responsibility to adequately safeguard said adjacent structure, nor shall it relieve the Contractor of the liability for claims for damage incidental thereto.

All sheathing and shoring left permanently in the excavation shall be cut out at a point 18" below the ground. There shall be no payment for sheathing or shoring left in place, but the cost of same shall be included in the unit price bid for the various sewer lines.

- J. Removal of Water - Maintain and provide at all times during construction ample means and device which shall promptly remove and properly dispose of all water or sewage entering the excavation and structures, until all work to be built therein is completed.

Dispose of the water from the trenches and excavation in a suitable manner, without damage to adjacent property and in no case unless by special permission of the Engineer, shall water be allowed to run through the new pipes. Furnish all necessary machinery, power and labor to pump, bail or otherwise remove any water which may be found or shall accumulate in the trenches or other excavation and shall perform all work necessary to keep them clear of water while the work is under construction.

If the ground water and subsoil conditions along the line of the work are such that the Contractor cannot successfully handle the ditch water and provide a stable, hard trench bottom by ordinary trench pumping and bailing, the Contractor shall furnish and provide the necessary equipment, power and labor to employ the well point method of trench dewatering. All pipe, joint and concrete must be installed under absolutely dry conditions.

- K. Backfilling and Compaction

1. Backfilling

- a.) The backfilling of the trench will be filled by using properly compacted "select fill (if and where directed)" or suitable in-situ material approved by the Engineer or his onsite representative.
- b.) Backfill shall be placed symmetrically on each side of the pipe in lifts not exceeding 12 inches thick and then compacted per section L of this section.

2. Compaction

- a.) Contractor shall place broken stone in uniform lifts on each side of the pipe. Select Fill shall be placed in 12” lifts and compacted to 95% maximum dry density to the top of the pipe. The backfill shall be shoveled under the pipe, taking care to fill all voids to provide uniform support. Compaction shall be conducted in such a way that the pipe alignment is not disturbed. Uniformly compact around the pipe to maintain grade and alignment.
- b.) The Contractor shall place a 12” lift of “select fill” or approved in-situ material over the top of the pipe, prior to compacting the backfill material to avoid impact damage to the pipe. The material shall be compacted to 95%.
- c.) The Contractor shall complete backfilling the trench using select fill or approved in-situ material placed in 12” lifts and compacted to 95% to match existing grade or the bottom of the proposed subgrade or subbase, as appropriate.
- d.) All embedment materials shall be worked to insure uniform compaction. Handheld mechanical tampers, jumping jacks and walk behind vibrating rollers are preferred between the pipe and trench wall. Compaction using a hydrohammer is not permitted.
- e.) Direct contact between the compaction equipment and the pipe shall always be avoided.
- f.) The Contractor shall reopen trenches that have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified at no additional cost to the Owner.

L. Borrow Fill Material - Should there be insufficient material (only if and where directed by the Engineer) to provide suitable material for embankment, the Contractor, if and where directed by the Engineer, shall obtain such material elsewhere, transport it to the work site and deposit it therein as described in these specifications and shown on the drawings. Borrow materials shall be subject to approval of the Engineer. Borrow shall be free of organic inclusions and shall be gravelly sand or sandy gravel, fairly well graded, and shall be Zone 3 Embankment conforming to Subsection 302.03 of the Standard Specifications, except as modified by the supplemental requirements below:

- 1. Containing no rocks or lumps over six inches in greatest dimension.
- 2. Composed of soil aggregate, or soil aggregate and rock. The portion passing the four inch sieve shall contain not more than fifteen percent (15%) by weight of material passing the number 200 sieve. When composed of soil aggregate and rock, the proportion of soil aggregate shall not be less than that required to fill all the rock voids.

During the backfill procedure, the soil compaction shall conform to not less than the following percentage of the maximum dry density:

- 1. Structures & Building Areas - 95%
- 2. Lawns & Unpaved Areas - 90%
- 3. Pavement, Driveways & Walkway Areas - 95%
- 4. Utility Trenches – 95%

- M. Temporary Trench Finish - In completing work of backfilling the trench, the material shall be carefully placed to conform to the adjacent street surfaces, allowing, however, a slight crown over the trench area to allow for settlement but not sufficient to prevent the use of the street across the trench area by traffic. As settlement occurs, refill and regrade the temporary trench finish with suitable hard material and continue to maintain the surface until such time as the permanent repaving shall be allowed by the Engineer.

Allowance repaving by Engineer shall not relieve Contractor of his responsibility for settlement. The maintenance of trenches shall be continuous by Contractor in such a manner as to keep all streets passable for both pedestrians and vehicular traffic. Cleanup shall be continuous as work progresses. Contractor shall control any dirt or dust by calcium chloride, etc. as necessary and required at Contractor's expense.

- N. Foundations - Use every precaution in the excavation for the pipelines, manholes and other structures to protect the natural foundations upon which the work is to be built. Special care must be taken so as not to disturb the finished grade any more than is absolutely necessary. If and where required and directed by the Engineer, support the pipelines by concrete cradle in accordance with the general design and dimensions to be furnished by the Engineer or upon plank foundation.

- O. Interference with Existing Structure or Utilities - In excavating or backfilling, care must be taken not to injure any gas, water, sewer, electric or telephone conduits or other pipes, conduits or structures. The locations will be made by the Engineer and in locating, he shall avoid interference with existing utilities as far as possible. Contractor shall, at his expense, sling, shore-up and secure and maintain a continuous flow in utilities and shall repair any damage done to them and shall keep them in repair until final acceptance of completed work, leaving them in as good a condition as when uncovered. Where it is either necessary or advisable to locate existing substructures in advance of or during actual construction of the work, the Contractor shall cooperate with the Engineer and furnish without cost to the Owner such labor and equipment as may be required to locate any existing subsurface utilities or structures. No payment will be made for delays to Contractors due to interference with utilities. The Contractor shall, in advance of construction, obtain all available information as to location of existing underground utilities, service, etc. and will be held responsible for damage done by him to underground structures injured in construction.

- P. Protection of Street Surfaces - The Contractor shall carefully plank, or otherwise protect all street surfaces, gutters, curbs, and sidewalks before moving any heavy equipment, machinery, tractor or truck over the same. He will be held fully responsible for all damage of every kind which may be incurred by the various surfaces and the Contractor shall repair or rebuild the surfaces as specified for the various surfaces elsewhere herein the specifications except that no payment will be made by the Owner to the Contractor for repair or rebuilding of the surfaces outside the trench areas. The surfaces repaired shall be equal to or superior to the surfaces damaged.

- Q. Restoration of Rights-of-Ways, etc. - Where pipelines are constructed along the rights-of-ways, etc., the same shall be restored to their original condition. Sod, topsoil, flowers and shrubbery, if any, shall be carefully removed and replaced or, if damaged, shall be carefully removed and replaced. Trees shall be protected and suffer no damage. Utility poles shall be adequately braced in accordance with the utilities regulations.

- R. Detours, etc. - Contractor shall, where necessary, provide and erect all detour signs and maintain necessary barricades and lights. He shall confer with the local police chief and fire chief before blocking any street.
- Contractor shall construct temporary bridges in order to provide access to driveways, etc. when required.
- S. State Highways - Contractor shall fully comply with all regulations of the New Jersey Department of Transportation covering street openings when any work within right-of-way lines of any State Highway right-of-ways or property. Permit shall be secured by the Owner.
- T. County Roads - Contractor shall investigate and conform with all regulations of County Department having jurisdiction over street opening when performing any work in County roads. Permits for road opening shall be secured by Contractor and any inspection services required by County shall be paid for by Contractor.
- U. Railroad Crossings - Contractor shall fully comply with all regulations of the Railroad Company when performing any work within Railroad right-of-ways. Permits shall be secured by Owner.
- V. Access to Business and Residential Building Access Points - Contractor shall construct temporary bridges in order to provide access to all businesses, and residential building access doorways and driveways, etc. when and where required or as directed by the Engineer.
- W. Excavated Material – Unacceptable for reuse of trench backfill shall be removed and spoiled to a site in accordance with the requirements of N.J.A.C. 7:26-1 for solid or hazardous waste.

#### PART 4 – QUANTITY AND PAYMENT

##### 4.01 QUANTITY AND PAYMENT

- A. No specific payment will be made for “Trench Excavation, Backfill and Compaction.” The cost thereof for any and all trench excavation, backfill and compaction associated with sanitary sewer pipe and laterals shall be included in the prices bid for the various items for which the excavation is made.

END OF SECTION

## SECTION 312319

### DEWATERING

#### SECTION 1 – GENERAL

##### 1.01 DESCRIPTION

Dewatering of trenches and excavations.

#### SECTION 2 – MATERIALS

2.01 All materials shall be adequate for the proposed work and shall comply with the requirements of the contract documents.

#### SECTION 3 - EXECUTION

##### 3.01 PERFORMANCE

1. Provide and maintain ample means and devices (including spare units for use in case of breakdown) to promptly remove and dispose of water or sewage entering excavations or trenches.
2. Keep excavations and structures dry until all work is completed and pipe joints are satisfactorily installed, and to extent that introduction of water in system will not damage either new or existing structures.
3. Dispose of water in suitable manner, without damage to work site or adjacent property.
4. If groundwater and subsoil conditions along line of work are such that a stable, hard trench or excavation bottom for the pipe or structure cannot be achieved by trench pump, bailing or other methods, the contractor shall provide alternate means and methods for trench dewatering without additional compensation.
5. If the contractor utilizes a well point system for dewatering, a signed and sealed well point system design, prepared by a professional engineer licensed in the State of New Jersey, shall be provided by the contractor as part of the submittal process.

#### SECTION 4 – QUANTITY AND PAYMENT

4.01 Costs for dewatering shall be included in the price bid for various related items of work listed in the proposal, which price shall include, pumping, bailing, well point system and signed and sealed well point system design (if utilized), permits, or any other method required to achieve results specified. All labor, equipment and materials for all dewatering methods used, include stone pipe bedding, trench stabilization stone, and all else necessary, shall be included.

END OF SECTION

## SECTION 312500

### TEMPORARY SOIL EROSION & SEDIMENT CONTROL

#### PART 1 - DESCRIPTION

- A. This work shall consist of temporary control measures ordered by the Engineer during the life of the contract and as shown on plans, to control erosion and sediment through use of berms, dikes, dams, hay bale barriers, filter fabric, sediment basins, fiber mats, netting, gravel, mulches, grasses and other erosion control devices or methods.
- B. The primary objective of this specification is to control soil erosion to the maximum extent practicable commensurate with reasonable and economical construction practices.
- C. The temporary control provisions contained herein shall be coordinated with the permanent erosion control features (grass, pavement and other restorations) specified elsewhere in the contract to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction period.
- D. The erosion control measures described herein shall be continued until the construction is complete and final restorations installed.
- E. Wherever construction exposes work which is subject to erosion, the extent of such exposure in advance of the subsequent construction shall be subject to the approval of the Engineer. Erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable.
- F. All materials and methods of construction shall be in accordance with the New Jersey Department of Transportation Standards for Soil Erosion and Sediment Control, Standards for Soil Erosion and Sediment Control in New Jersey and the permit issued (if applicable) by the Cape-Atlantic Conservation District.

#### PART 2 - MATERIALS

- A. All materials shall conform to the requirements contained in the Standards for Soil Erosion and Sediment Control in New Jersey and the New Jersey Department of Transportation Standard specifications for Road and Bridge Construction.

#### PART 3 - EXECUTION

- A. Preconstruction Conference:

At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit for acceptance his schedules for accomplishment of temporary and permanent erosion control work, as are applicable for excavation work, and any other elements of the project which may contribute to ground erosion or siltation. No work shall be started until the erosion control schedules and methods of operations have been accepted by the Engineer.

B. Construction Requirements:

1. The Engineer has the authority to limit the surface area of erodible earth material exposed by excavation and grading operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, water courses, or bodies of water. Such work may involve the construction of temporary berms, dikes, hay bale barriers, filter fabric, dams, sediment basins, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods as necessary to control erosion. Cut slopes shall be temporarily seeded and mulched as the excavation proceeds to the extent considered desirable and practicable.
2. The Contractor will be required to incorporate all permanent erosion control features to include the required pavement and grass restorations into the project at the earliest practicable times as outlined in his accepted schedule. Temporary control measures will be used to correct conditions that develop during construction that were not foreseen during the design stages that are needed prior to installation or permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
3. Where erosion is likely to be a problem, excavation and grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately; otherwise temporary erosion control measures may be required between successive construction stages.
4. 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.
5. The Contractor will be responsible for maintaining all soil erosion and sediment control measures in an acceptable manner. All temporary measures shall be removed by the Contractor as directed by the Engineer.

PART 4 - QUANTITY AND PAYMENT

No specific payment shall be made for work under this section and all costs for said work shall be incorporated in various items in the bid proposal associated with this work.

END OF SECTION



SECTION 320130

TRAFFIC CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Refer to Section 159.01 of the N.J.D.O.T. Standard Specifications.
- B. This work includes the Contractor's coordination with the following entities:
  - a.) Township of Lower
    - 1.) Police Department
    - 2.) Fire Department
    - 3.) EMT Services
    - 4.) Public Works Department

The Contractor shall request and receive approval from the above entities for any and all detours, street closures and traffic flow directional changes, etc., regardless of the duration of the activity.

- C. In all cases the Contractor shall provide local access to all properties along any street closed for construction purposes.
- D. A 10' wide minimum width travel lane shall be maintained at all times during construction operation periods.
- E. Along with the requirements of Section 01000 General Requirements, the Contractor shall notify affected residents by door hangers at least forty-eight hours in advance of activating any and all detours impacting the specific streets.

PART 2 – MATERIALS

2.01 MATERIALS

Refer to Section 159.02 of the N.J.D.O.T. Standard Specifications.

PART 3 – EXECUTION

3.01 METHOD OF CONSTRUCTION

Refer to Section 159.03 of the N.J.D.O.T. Standard Specifications.

3.02 MAINTENANCE & PROTECTION OF TRAFFIC

- A. The contractor shall erect or place and maintain in good condition, barricades, warning signs, lights, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, and at points where traffic is deflected from its vehicular or pedestrian traffic.

- B. The contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions including any that may be ordered by the Engineer, which are necessary for the safety of the public and protection of the work.
- C. The contractor shall obtain the approval and consent of all appropriate authorities having jurisdiction, for any detours which may be required. The contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon, and the installation and maintenance of sign and traffic devices.
- D. Before beginning work on any phase of the project, the contractor shall furnish and install all specified warning signals, barricades, wood traffic guides, lights and other devices necessary, in the opinion of the Engineer, to protect the public during that phase of his operations.
- E. Road construction signs shall be placed at each end of the project along the road for the work along the public road.
- F. During the work on this project, the contractor shall provide and/or be prepared to provide traffic protection devices in accordance with Part VI "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.", Current Edition. The minimum numbers set forth in the Manual shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified in the Manual shall be sufficient cause for the Engineer to order cessation of the work. When lack of any required safety devices presents an immediate hazard, the engineer may order that such devices be provided by the Owner or by other contractors, deducting the cost thereof from any monies due or becoming due the contractor.
- G. Additional devices up to the maximum number set forth in the Manual shall be provided by the contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.
- H. Traffic directors (flagmen) 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, the contractor's operations cause such hazards as to require the use of Traffic Directors.
- I. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities, and while serving as Traffic Directors, shall not be required to perform any other duties. Traffic Directors shall be provided with an orange or red flag, an orange or orange and white traffic safety vest or orange hard hat or other appropriate head gear.
- J. Traffic must be maintained throughout each separate work area during construction. At least one 12' lane must be maintained for traffic during all actual construction periods and at least two 10' lanes must be maintained for traffic at all other times.
- K. The contractor is advised that there is heavy commuter traffic during the morning from 7:30 AM to 9:00 AM and the afternoon from 4:00 PM to 5:30 PM. The contractor shall schedule his construction activity such that he does not interfere or restrict traffic during the above peak hours.

- L. Construction shall be so staged to maintain at least one lane for traffic in each direction throughout each separate work area during the morning, 7:30 AM to 9:00 AM, and the afternoon, 4:00 PM to 5:30 PM weekday periods of peak traffic.
- M. Any restriction of traffic at any time shall be subject to the review of the Engineer and the Police Department having jurisdiction in the work area. The contractor shall submit a schedule of staged construction for review prior to any restriction of traffic.
- N. If detours are proposed by the Contractor, they are to be submitted to the Engineer for review and approval by the Police and Fire Departments having jurisdiction in the work area, and any other agency having jurisdiction of the roadway that will be detoured or roadway that will be used as a detour.
- O. All detour signs shall conform to the requirements for Traffic Control Devices.
- P. Temporary traffic stripes will be necessary to control and guide traffic through individual work areas. The contractor shall submit a scheme for review by the Engineer of all temporary traffic stripes prior to removal of any existing traffic stripes.
- Q. Construction of proposed utilities across existing roadways shall be so staged to maintain one lane in each direction. Trenches shall not remain open overnight.
- R. The contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project.

### 3.03 DETOURS

- A. The Contractor shall be allowed to limit access to “local traffic only” for a maximum length of one continuous block at a time.
- B. Any deviation from the above restrictions must be approved in writing from the Police Department, Fire Department, and Public Works Department.
- C. The Contractor shall notify the Police Department, Fire Department, and Public Works Department and submit their proposed detour plan a minimum of 72 hours prior to closing any street.
- D. The Contractor shall submit a proposed detour plan for any and all street closings to the Engineer for review and approval 72 hours prior to implementation of the detour.

## PART 4 – QUANTITY AND PAYMENT

### 4.01 QUANTITY AND PAYMENT

No specific payment shall be made for work under this section and all costs for said work shall be incorporated in various items in the bid proposal associated with this work.

SECTION 330130.81

MANHOLE REHABILITATION

PART - GENERAL

1.1 INTENT

- A. It is the intent of this Specification to provide for the rehabilitation of complete sewer structures suffering from minor structural deterioration and/or infiltration/exfiltration via the installation of a structural and corrosion resistant geopolymer mortar liner.

1.3 MINIMUM QUALIFICATIONS

- A. Application of structural lining materials shall be performed by operators familiar with the handling of the products and materials involved and equipment employed. CONTRACTOR's foreman and applicator(s) shall have a minimum of 3 years experience in the spray application of concrete/cementitious products.

PART 2 - PRODUCTS

2.1 SEWER STRUCTURE LINING

- A. CONTRACTOR shall furnish and install manhole patching and surface coating materials in all structures designated to receive rehabilitation by a structural lining interior. CONTRACTOR shall not perform patching and sealing activities in any structure designated for same when the structural integrity of the structure has been severely compromised. If, in the opinion of CONTRACTOR, any structure designated to be lined has lost its structural integrity, in whole or in part, CONTRACTOR shall immediately notify ENGINEER. ENGINEER and OWNER will assess the condition of the structure and provide written instruction to CONTRACTOR on how to proceed.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. CONTRACTOR shall remove all foreign materials and matter from the interior of the structure. Cleaning, surface preparation, and material removal activities shall be accomplished in strict accordance with the written instructions of the manufacturer of the patching and lining products; however, CONTRACTOR shall be required to make additional effort such as high pressure water blast, sandblast, acid wash or combination thereof at no additional cost if manufacturer's written instructions prove insufficient to provide a thoroughly clean surface prior to application of patching and lining materials. CONTRACTOR shall take any and all necessary precautions to prevent debris from falling into the channel. Precautions may include the use of debris catchers which shall be inserted in the bottom of the structure prior to making reconstructive repairs. This precaution may also be required for lining work provided it does not interfere with the application and installation of lining materials. Regardless of the method used, CONTRACTOR shall provide a positive means of preventing debris from collecting in the bottom of the structure and entering the sewer lines. All debris removed from the interior surface of the structure shall be removed and disposed of by the CONTRACTOR at his expense.

- B. After surface preparation and prior to the application of patching and lining materials, CONTRACTOR shall stop all visible points of infiltration by applying a rapid setting hydraulic cement based product with the following minimum characteristics:
1. Designed to stop leakage of water under pressure and slow seepage of water through openings in concrete and masonry surfaces.
  2. Maximum initial set time of 2 minutes (70°F).
  3. Minimum compressive strength of 4000 psi at 28 days (ASTM C109).
  4. Zero percent length change at 7 days (ASTM C157).

This product shall be applied in strict accordance with the manufacturer's specifications.

- C. CONTRACTOR shall patch structure walls in areas where large voids exist (i.e., missing bricks, around steps, frames and pipes). CONTRACTOR shall remove all cracked or disintegrated material from the area to be patched exposing a sound subbase. CONTRACTOR shall apply a high early strength cementitious patching mortar with the following minimum characteristics:

1. Designed for patching openings in horizontal, vertical and overhead concrete and masonry surfaces.
2. Maximum initial set time of 60 minutes (70°F).
3. Minimum compressive strength of 4000 psi at 28 days (ASTM C109) gaining 85% of its compressive strength within 7 days.
4. Shear bond to concrete of 145 psi at 28 days.
5. Virtually no expansion after a minimum of 300 freeze/thaw cycles.

This product shall be applied in accordance with the manufacturer's recommendations for surface preparation and cure/set times prior to performing lining activities.

- D. CONTRACTOR shall apply a structural and corrosion resistant geopolymer mortar coating such as GeoKrete by Vortex or approved equal with the following minimum characteristics to the interior surfaces in the structures:

1. Designed for application on horizontal, vertical and overhead concrete and masonry surfaces.
2. Traffic bearing within 24 hours of application.
3. Water resistant/waterproof.
4. Minimum compressive strength of 8000 psi at 28 days (ASTM C109).
5. Minimum flexural strength of 800 psi at 28 days (ASTM C78).

Materials shall be applied to form a smooth continuous surface to the original configuration of the manhole wall. All products shall be furnished, mixed, applied and allowed to cure in strict accordance with manufacturer's recommendations. All surface coating materials shall be applied to a finished thickness of the completed work of a minimum of one inch (1") with an allowable variance of + or - 10 percent.

### 3.2 TESTING AND ACCEPTANCE

- A. ENGINEER shall randomly test structure lining for acceptance by wet gauge. Tested structures shall receive the minimum thickness as specified with an allowable variance of + or - 10% of the specified thickness. Multiple gauge readings in each randomly selected structure will be averaged.
- B. Any structure which fails testing shall be repaired by methods approved by the OWNER at CONTRACTOR'S expense, and retested as required by OWNER.

4.1 MEASUREMENT AND PAYMENT

- A. Payment for structure rehabilitation via interior surface lining shall be made for the Vertical Feet repaired as designated in the field by the Engineer, measured in the field, under the item "Manhole Rehabilitation, Sanitary Sewer". Payment shall be made for each structure receiving lining treatment and shall include the cost of all labor, equipment, materials, safety, surface preparation, patching, installation, testing and all incidentals necessary to provide a complete work in accordance with this Specification.
- B. Payment for structure rehabilitation via bench rehabilitation shall be made for the unit repaired as designated in the field by the Engineer, measured in the field, under the item "Manhole Bench Rehabilitation, Sanitary Sewer". Payment shall be made for each structure receiving bench rehabilitation and shall include the cost of all labor, equipment, materials, safety, surface preparation, patching, installation, testing and all incidentals necessary to provide a complete work in accordance with this Specification.

END OF SECTION

## SECTION 333113

### GRAVITY SEWER PIPE - POLYVINYL CHLORIDE

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Gravity Sewer Spot Repair - Poly Vinyl Chloride (PVC) shall include the construction, repairing, heavy cleaning furnishing and installation of gravity sewers for conveying sanitary sewage in accordance with the plans and specifications and as directed by the Engineer. Also included in the cost is the removal and disposal of the existing ACP pipe according to all Federal, State, County and Local regulations.
- B. Also included shall be any by pass piping, heavy cleaning for spot repairs, pumping and dewatering required to construct this pipeline and keep the existing sanitary sewer main in continuous service.
- B. Refer to Section 312301 of these specifications.

##### 1.02 SUBMITTALS

- A. Contractor shall supply copies of shop drawings for all pipe and fittings for approval prior to installation.
- B. Submit copies of manufacturer's certified letter stating that the pipe or joint materials ordered meets the requirements of this specification. Letter shall indicate compliance with appropriate reference standards listed.

#### PART 2 – MATERIALS

##### 2.01 MATERIALS

- A. Poly Vinyl Chloride Pipe shall conform to ASTM D-3034, type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings, SDR 26 or 35, sizes 4” through 15”.
- B. PVC pipe shall conform to ASTM F-679; sizes 18” through 48”.
- C. Pipe Cell Classification shall be 12454 B.
- D. Joint material: Elastomeric ring rubber gasket, ASTM D-3212.
- E. Joint material Primer/Adhesive: As provided or specified by pipe manufacturer.
- F. Special - Pipe adapters: Where necessary to join pipe of different types the Contractor shall provide necessary adapters. Ends shall conform to the specifications for the appropriate type of joint.

## PART 3 – EXECUTION

### 3.01 METHODS OF CONSTRUCTION

- A. Excavation and Backfill shall be as specified heretofore in the specifications. Depth of PVC pipe shall be in general as shown on profile subject to changes in field as directed by Engineer. Pipe must be supported over its entire length by a firm foundation.
- B. Handling - Pipe and accessories shall be new material which has never been used for any purposes whatsoever. Pipe and accessories shall be handled in such a manner so as to insure delivery in a sound undamaged condition and conforming in all respects with the specifications. Place no pipe or materials inside any pipe. Defective materials shall be removed immediately from job site. Pipe placed along the line of the work shall be placed so as to be as little inconvenience to the traveling public as possible and shall be adequately blocked or staked and guarded with lights.
- C. Placing Pipe in Trench - The interior of all pipe shall be thoroughly cleaned before being lowered into trench. Pipe shall be lowered into trench with great care. No trench water will be permitted to enter pipe or fittings. Open ends of pipe or fittings in trench shall be kept plugged at all times except when placing successive pipe or fittings. Contractor shall install pipe in as narrow a trench as possible at a point level with the top of pipe. When trench width exceeds six pipe diameters, processed stone or compacted soil must be used to fill the base to a point at least 2-½ pipe diameters out from each side of the pipe. Where unstable trench bottom is encountered, contractor shall undercut trench depth and replace to grade with a bedding of processed stone or processed gravel to a minimum of 6”.
- D. Alignment and Grade - The pipe must be laid in the trench accurately to line and grade. Pipe must not be backfilled until inspected and approved by the Engineer. Great care must be exercised in the protection of finished work on pipe by protection during backfilling.
- E. Cutting Pipe - All pipe shall be cut so as to have neat smooth edges at 90 degrees to pipe axis. Do not damage pipe or linings while cutting pipe. Mechanical cutters must be used unless other means are authorized by the Engineer.
- F. Jointing - The jointing of pipe will receive the most strict supervision and inspection. All sewers must be as nearly watertight as possible. Joints can only be made when free of water below the bell joint. The making of joints shall conform in all respects with pipe manufacturer's recommendations, these specifications and good practice. Where connections are made to structures or manholes use joint within 4' of structure or manhole to which connection is made. Deflect joints after making for expansion and realign. Joints that do not meet these specifications shall be remade.
- G. Test -All sewers shall be tested for leakage as the work progresses. Sewer shall be tested from manhole to manhole. Where sewer is laid in ground that is wet up to top of sewer, test may be made by measuring leakage into pipe, otherwise sewer shall be plugged and filled and leakage measured out. All material, labor and equipment shall be furnished and installed by contractor for test and test shall be performed in the presence and under the supervision of the Engineer. The leakage either in or out of sewer shall not exceed fifty (50) gallons per twenty-four (24) hours per inch of sewer internal diameter, per mile of pipe, per day.



Where required, air testing shall conform to the manufacturer’s recommendations. The minimum time duration for a low pressure exfiltration pressure drop between two consecutive manholes shall not be less than shown in Table 1. The prescribed drop shall not exceed .5 psi from 3.5 to 3.0 psi in excess of the ground water pressure above the top of the sewer.

TABLE 1  
MINIMUM DURATION FOR AIR TEST PRESSURE DROP

Pipe Size *		Time**
Inches	mm.	(Min)
4	100	2-½
6	150	4
8	200	5
10	225	8
12	305	11-½
15	380	18
18	457	25-½
21	533	35
24	610	45

Sewers not meeting these requirements shall be repaired or rebuilt as directed by the Engineer at no cost to Owner. Before final acceptance, contractor shall provide means for final inspection by the Engineer. Sewers must be left clean and free throughout their entire length. There shall be no separate payment for pressure testing, include all costs associated in the various bid items.

PART 4 – QUANTITY & PAYMENT

4.01 QUANTITY & PAYMENT

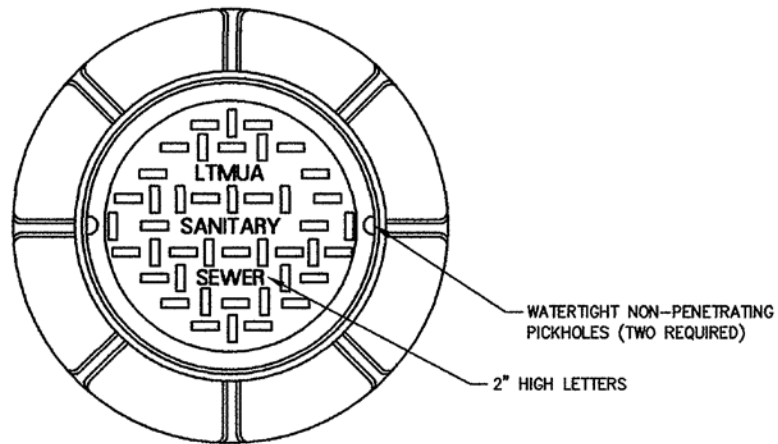
- A. The quantity of Poly Vinyl Chloride (PVC) Sanitary Spot Repair Sewer Main for which payment shall be made will be the actual lengths constructed in accordance with plans and specifications or as directed by the Engineer measured in place where laid. The depth shall be measured from invert of sewer to surface previous to excavation.
- B. Payment for Poly Vinyl Chloride (PVC) Sanitary Spot Repair Sewer Main of the sizes specified will be made for the length of each size and depth as determined above, measured in linear feet at the price per linear foot bid for the various PVC items, which price shall include the cost of dewatering, furnishing, laying assembling and jointing pipe complete, structures, excavation, backfill, compaction, testing, trench bottom materials, and all labor and materials, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

Payment shall be made under:

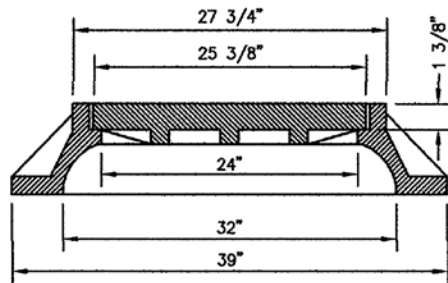
Pay Item	Pay Unit
24" PVC SDR 35 Spot Repair (Open Cut Remove And Replace) for Sanitary Main- 9' to 12' Deep (If & Where Directed)	Linear Feet
24" PVC SDR 35 Spot Repair (Open Cut Remove And Replace) for Sanitary Main- 13' to 16' Deep (If & Where Directed)	Linear Feet
24" PVC SDR 35 Spot Repair (Open Cut Remove And Replace) for Sanitary Main- 17' to 20' Deep (If & Where Directed)	Linear Feet
24" PVC SDR 26 Spot Repair (Open Cut Remove And Replace) for Sanitary Main- 21' to 24' Deep (If & Where Directed)	Linear Feet

END OF SECTION

**Appendix A**  
**Manhole Cover Details**



**PLAN**



**NOTES:**

1. STANDARD FRAME AND COVER SHALL BE CAMPBELL FOUNDRY #1203B, NEENAH FOUNDRY OR APPROVED EQUAL.
2. CASTINGS SHALL BE FULLY COATED IN "ASPHALTUM PAINT".

**STANDARD SANITARY MANHOLE**  
**FRAME AND COVER**

N.T.S.



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 - CAPE MAY

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

	03/01/20
Journeyman (Mechanic)	W40.33 B25.67 T66.00

**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 - CAPE MAY**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

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

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Boilermaker                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 1-1-21:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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

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



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

**County - CAPE MAY**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

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

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	10/01/20
Deputy Foreman	W47.45 B33.73 T81.18
Foreman	W50.45 B33.73 T84.18
Journeyman	W44.45 B33.73 T78.18

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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 - CAPE MAY

**Craft: Carpenter                      PREVAILING WAGE RATE**

	05/07/20
Foreman	W59.06 B34.29 T93.35
Journeyman	W51.36 B29.90 T81.26

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals	+ \$0.63			

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

**Craft: Carpenter                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/05/20
Foreman	W59.06 B34.20 T93.26
Journeyman	W51.36 B29.81 T81.17

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefits	57% of	Appren	tice	Wage	for all	intervals	+ \$0.54			

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

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 - CAPE MAY**

**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 - CAPE MAY**

**Craft: Commercial Painter- New Construction**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W45.05 B27.06 T72.11
General Foreman	W49.14 B27.55 T76.69
Journeyman	W40.95 B26.56 T67.51

**Craft: Commercial Painter- New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.05	8.05	10.05	10.05	11.05	11.05	14.05	14.05		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Commercial Painter- New Construction**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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



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

**County - CAPE MAY**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - CAPE MAY**

**Craft: Commercial Painter- Repainting**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W33.11 B20.66 T53.77
General Foreman	W34.61 B20.66 T55.27
Journeyman	W30.10 B20.66 T50.76

**Craft: Commercial Painter- Repainting**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Commercial Painter- Repainting**

**COMMENTS/NOTES**

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

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

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

**FOREMEN REQUIREMENTS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Diver                      PREVAILING WAGE RATE**

	05/05/20
Diver	W52.44 B37.42 T89.86
Tender	W43.70 B37.42 T81.12

**Craft: Diver                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefits	27.17	27.95	28.70	29.48						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Diver                      COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Dockbuilder                      PREVAILING WAGE RATE**

	05/05/20
Foreman	W52.44 B37.42 T89.86
Journeyman	W43.70 B37.42 T81.12

**Craft: Dockbuilder                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	60%	80%							
1500 hours										
Benefits	22.55	25.63	28.70							

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Dockbuilder                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 12-1-16:

INTERVAL	PERIOD AND RATES			
	40%	50%	65%	80%
1500 hours				
Benefits	22.55	24.09	26.41	28.70

**Creosote Handling:**

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

**Hazardous Material Work:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W44.43 B27.06 T71.49
General Foreman	W46.45 B27.06 T73.51
Journeyman	W40.39 B27.06 T67.45

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	10.65	Intervals	3 to 4 =	13.41	Intervals	5 to 6 =	16.63	

**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 - CAPE MAY

**Craft: Electrician**

**PREVAILING WAGE RATE**

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

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician**

**COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 or more 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 - CAPE MAY**

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.

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

**County - CAPE MAY**

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**PREVAILING WAGE RATE**

	01/08/21
Master Technician/Gen. Foreman (31+ Workers on Job)	W49.88 B36.24 T86.12
Senior Technician/Lead Foreman (21-30 Workers on Job)	W45.27 B34.80 T80.07
Technician A/Foreman (11-20 Workers on Job)	W43.14 B34.12 T77.26
Technician B/Working Foreman (4-10 Workers on Job)	W41.88 B32.74 T74.62
Technician C/Journeyman (1-3 Workers on Job)	W37.94 B30.50 T68.44

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.45	9.45	10.42	10.42	12.37	12.37	14.72	14.72		

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**COMMENTS/NOTES**

NOTES: 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 workers 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 benefits.



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

**County - CAPE MAY**

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 - CAPE MAY**

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

**PREVAILING WAGE RATE**

See "Electrician" Rates

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

**COMMENTS/NOTES**

\*\*\*See ELECTRICIAN Rates\*\*\*

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

**County - CAPE MAY**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	09/28/20
Assistant General Foreman	W58.78 B51.55 T110.33
Foreman	W54.86 B48.48 T103.34
General Foreman	W63.67 B55.40 T119.07
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W24.49 B24.60 T49.09
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W34.29 B32.32 T66.61
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W41.63 B38.08 T79.71
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W19.59 B1.20 T20.79
Journeyman Lineman	W48.98 B43.86 T92.84
Lead Foreman	W56.33 B49.63 T105.96
Working Foreman	W51.43 B45.78 T97.21

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.30	10.92	11.52	12.15	12.76	13.38	14.00			

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

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

**County - CAPE MAY**

\* 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 - CAPE MAY**

**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 - CAPE MAY**

**Craft: Electrician-Utility Work (South)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (South)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	29.70	32.18	34.65	37.13	39.60	42.08	44.55			
Benefits	26.19	27.65	29.10	30.58	32.04	33.51	34.95			

**Craft: Electrician-Utility Work (South)**

**COMMENTS/NOTES**

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

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

**County - CAPE MAY**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	01/01/21
Helper-Over 5 Years	W43.00 B39.80 T82.80
Helper-Under 5 Years	W43.00 B38.94 T81.94
Mechanic (Journeyman) over 5 years	W61.43 B41.27 T102.70
Mechanic (Journeyman) under 5 years	W61.43 B40.04 T101.47
Mechanic in Charge (Foreman) over 5 years	W69.11 B41.88 T110.99
Mechanic in Charge (Foreman) under 5 years	W69.11 B40.50 T109.61
Probationary Helper (1st 6 months)	W30.72 B38.20 T68.92

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

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

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

**County - CAPE MAY**

**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 - CAPE MAY

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/07/20
Foreman	W48.92 B33.63 T82.55
Journeyman	W44.92 B33.63 T78.55

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.00	23.40	28.50	36.00						
Benefits	18.09	20.02	21.32	23.23						

**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 = \$41.41/hr.

Double time = \$49.18/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 - CAPE MAY

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	07/01/20
Foreman	W50.37 B36.13 T86.50
Journeyman	W48.87 B36.13 T85.00

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	45%	55%	65%	75%	80%					
Benefit	32.88	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* Ratio = 1:4 on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company). There is no limit to the number of apprentices allowed on any one job, provided there is at least 1 journeyman on the job.

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- If there is only 1 Insulator on the job, he must be designated a Foreman.
- If there are 2 to 10 Insulators on the job, 1 must be designated a Foreman.
- If there are 11 or more Insulators on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Journeyman wage rate):
  - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
  - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of two (2) consecutive days and a minimum of two (2) shifts per day must be worked. Additionally, no less than two (2) employees may work on any one (1) shift. If these requirements are not met then shift work would not apply and the applicable overtime rate shall be paid.
- 1st Shift- Monday through Friday (7:00 AM- 3:00 PM).
- 2nd Shift- Monday through Friday (3:00 PM -11:00 PM): additional 15% of the regular rate, inclusive of benefits.
- 3rd Shift- Monday through Friday (11:00 PM -7:00 AM): additional 20% of the regular rate, inclusive of benefits.
- When a single night shift is established by the project owner for work not accessible during the day (due to the building being occupied), Monday through Friday, work performed during a second shift (3:00 PM-11:00 PM) shall be paid an additional 20% of the regular rate, inclusive of benefits, and work performed during a third shift (11:00 PM- 7:00 AM) shall be paid an additional 25% of the regular rate, inclusive of benefits.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

**County - CAPE MAY**

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

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

**County - CAPE MAY**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	07/01/20
Foreman	W50.37 B36.13 T86.50
Journeyman	W48.87 B36.13 T85.00

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

NOTE: These rates apply only to the REMOVAL of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

**FOREMAN REQUIREMENTS:**

- If there is only 1 Asbestos Worker on the job, he must be designated an Abatement Foreman.
- If there are 2 to 10 Asbestos Workers on the job, 1 must be designated an Abatement Foreman.
- If there are 11 or more Asbestos Workers on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Abatement Mechanic wage rate):
  - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
  - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

**MECHANIC-TO-APPRENTICE RATIO:**

- Maximum of 5 Apprentices for each Abatement Mechanic on the job.

**OVERTIME:**

- Hours in excess of 8 per day, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

**County - CAPE MAY**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	07/28/20
Foreman	W62.18 B28.99 T91.17
General Foreman	W64.18 B28.99 T93.17
Journeyman	W57.18 B28.99 T86.17

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%			60%	70%		80%	90%	
6 Months										
Benefits	Intervals	1 to 2 =	10.28	Intervals	3 to 4 =	12.55	Intervals	5 to 6 =	15.56	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

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

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

observed the following Monday.

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

County - CAPE MAY

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	07/28/20
Foreman	W50.92 B26.64 T77.56
General Foreman	W52.92 B26.64 T79.56
Journeyman	W45.92 B26.64 T72.56

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	07/28/20
Foreman	W51.97 B26.29 T78.26
General Foreman	W53.97 B26.29 T80.26
Journeyman	W46.97 B26.29 T73.26

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

These rates apply to: All new and repaint water tanks (interior and exterior).

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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



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

County - CAPE MAY

Craft: Industrial Painter-Containment

PREVAILING WAGE RATE

	07/28/20
Journeyman	W38.23 B26.04 T64.27

Craft: Industrial Painter-Containment

COMMENTS/NOTES

Note: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

**County - CAPE MAY**

**Craft: Ironworker**

**PREVAILING WAGE RATE**

	07/01/20
Foreman- Fence and Guardrail	W53.54 B31.04 T84.58
Foreman-Rod/Mesh	W56.14 B31.82 T87.96
Foreman-Structural	W57.24 B31.82 T89.06
Journeyman- Fence and Guardrail	W49.57 B31.04 T80.61
Journeyman-Rod/Mesh	W51.04 B31.82 T82.86
Journeyman-Structural	W52.04 B31.82 T83.86

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	75%	85%							

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Ironworker**

**COMMENTS/NOTES**

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 7:00 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.

**OVERTIME:**

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.
- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day

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

**County - CAPE MAY**

for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.

- Benefits on overtime hours shall be paid at the following rates:

When wages are time and one-half, benefits = \$35.31.

When wages are double, benefits = \$39.58.

RECOGNIZED HOLIDAYS: New Year's Eve, New Year's Day, Memorial Day, July 4th, Labor Day, General and Presidential Election Day, Thanksgiving Day, Christmas Eve, 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 - CAPE MAY**

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

	10/20/20
Journeyman (Handler)	W32.98 B23.66 T56.64

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.79	23.09	26.38	29.68						
Benefit	21.51	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**COMMENTS/NOTES**

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Presidential Election 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 - CAPE MAY**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/12/20
Class A Journeyman	W34.85 B30.27 T65.12
Class B Journeyman	W34.10 B30.27 T64.37
Class C Journeyman	W28.99 B30.27 T59.26
Foreman	W39.21 B30.27 T69.48
General Foreman	W43.56 B30.27 T73.83

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%						
6 Months										
Benefit	27.02	27.02	27.02	27.02						

**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 - CAPE MAY**

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

**OVERTIME:**

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, 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 - CAPE MAY**

**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	21.78	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 - CAPE MAY**

**Craft: Laborer-Residential and Modular Construction**

**PREVAILING WAGE RATE**

	04/01/20
* Skilled Tradesman (only applies to Modular Construction)	W26.55 B5.45 T32.00
Foreman (person directing crew, regardless of his skill classification)	W30.55 B5.45 T36.00
Laborer	W22.55 B5.45 T28.00
Laborer (for single family and stand-alone duplex owned by single owner)	W17.05 B2.95 T20.00

**Craft: Laborer-Residential and Modular Construction**

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

**Craft: Laborer-Residential and Modular Construction**

**COMMENTS/NOTES**

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

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

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



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

**County - CAPE MAY**

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 - CAPE MAY

**Craft: Millwright**

**PREVAILING WAGE RATE**

	05/01/20
Foreman	W59.32 B35.01 T94.33
Journeyman	W51.58 B30.52 T82.10

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

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

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Millwrights 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 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

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

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

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

**County - CAPE MAY**

substituted for the day after Thanksgiving.

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

County - CAPE MAY

**Craft: Operating Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

**Craft: Operating Engineer**

**COMMENTS/NOTES**

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

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

**County - CAPE MAY**

**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 - CAPE MAY**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/10/20
Apprentice (1st year)	W27.50 B12.15 T39.65
Apprentice (2nd year)	W31.50 B23.10 T54.60
Foreman (Charge Person)	W40.15 B23.88 T64.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W35.38 B23.88 T59.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W39.15 B23.88 T63.03

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

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

County - CAPE MAY

**Craft: Paperhanger - New Construction**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W45.05 B26.56 T71.61
Journeyman	W40.95 B26.56 T67.51

**Craft: Paperhanger - New Construction**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Paperhanger - New Construction**

**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 - CAPE MAY

**Craft: Paperhanger - Renovation**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W33.94 B20.70 T54.64
Journeyman	W30.86 B20.70 T51.56

**Craft: Paperhanger - Renovation**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Paperhanger - Renovation**

**COMMENTS/NOTES**

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

**FOREMEN REQUIREMENTS:**

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

**OVERTIME:**

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.

- Four 10-hour days may be worked, at straight time, Monday through Sunday.



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

County - CAPE MAY

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 - CAPE MAY**

**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 - CAPE MAY**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/07/20
Foreman	W50.08 B47.09 T97.17
Journeyman	W45.52 B47.09 T92.61

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	29.14	30.46	33.10	34.40	35.71	37.03	38.35	39.66	40.98	42.28

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

**OVERTIME:**

The first 4 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - CAPE MAY

**Craft: Roofer                      PREVAILING WAGE RATE**

	05/12/20
Foreman (5 workers or less)	W41.50 B32.30 T73.80
Foreman (6 workers or more)	W42.00 B32.30 T74.30
Journeyman	W39.50 B32.30 T71.80

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	20.54	21.73	23.70	29.63						

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer                      COMMENTS/NOTES**

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

**OVERTIME:**

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

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

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

County - CAPE MAY

**Craft: Roofer - Shingle, Slate & Tile**

**PREVAILING WAGE RATE**

	05/12/20
Foreman (3 workers or less)	W29.75 B21.25 T51.00
Foreman (4 workers or more)	W30.50 B21.25 T51.75
Helper	W14.75 B21.25 T36.00
Journeyman (shingle work)	W29.50 B21.25 T50.75

**Craft: Roofer - Shingle, Slate & Tile**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	70%	80%							

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer - Shingle, Slate & Tile**

**COMMENTS/NOTES**

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the wage rate.

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

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

**County - CAPE MAY**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	07/17/19
Foreman	W29.50 B23.01 T52.51
Journeyman	W27.50 B23.01 T50.51

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	22.53	22.57	22.61	22.65	22.69	22.73	22.77	22.81	22.85	22.96

**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 - CAPE MAY**

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 = \$49.68.

Double-time = \$56.69.

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 - CAPE MAY**

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

	01/01/21
Foreman	W53.10 B28.56 T81.66
General Foreman	W55.35 B28.56 T83.91
Journeyman	W50.35 B28.56 T78.91

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%
1000 Hours										
Benefits	8.52	8.52	18.95	18.95	19.20	19.20	19.20	19.20	19.20	19.20

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 1-1-21:

INTERVAL	PERIOD AND RATES									
1000 Hours	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%
Benefits	8.27	8.27	19.22	19.22	19.47	19.47	19.47	19.47	19.47	19.47

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all projects. If there is only 1 Sprinkler Fitter on the project, he/she shall be designated a Foreman.
- On any job with 22 or more Sprinkler Fitters 1 shall be designated a General Foreman.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd and/or 3rd shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

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

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

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

**County - CAPE MAY**

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 - CAPE MAY**

**Craft: Tile Worker                      PREVAILING WAGE RATE**

	12/07/20
Finisher	W41.80 B27.97 T69.77
Setter	W48.61 B33.54 T82.15

**Craft: Tile Worker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Worker                      COMMENTS/NOTES**

NOTE: These rates also apply to Terrazzo and Marble work.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

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

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

**County - CAPE MAY**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	05/22/20
Bucket, Seeding/Fertilizing/ Mulching trucks	W39.45 B22.64 T62.09
Concrete mobile unit; Tack Spreader, Transit Mix trucks	W39.45 B22.64 T62.09
Dump, Tank, Pick-up, Vacuum or Vac-All trucks	W39.45 B22.64 T62.09
Helper on Straight 3-axle truck, Mechanic's helper	W39.25 B22.64 T61.89
Mechanic	W39.95 B22.64 T62.59
Shop Steward, Large Off-Road Dump Truck, Winch Truck	W39.90 B22.64 T62.54
Straight 3-axle truck	W39.45 B22.64 T62.09
Tow Truck	W39.60 B22.64 T62.24
Tractor Trailer, Fuel, and Asphalt Oil Distributor Trucks	W39.80 B22.64 T62.44
Water Truck	W39.80 B22.64 T62.44

**Craft: Truck Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

- On hazardous waste removal work on a State-designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection: + \$3.00 per hour.
- All other designated hazardous waste sites: + \$1.00 per hour.

**SHIFT DIFFERENTIAL:**

- Second shift shall receive an additional \$1.00 per hour.

**OVERTIME:**

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

**County - CAPE MAY**

- 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.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

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

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

**County - CAPE MAY**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	05/22/20
Driver	W39.45 B22.64 T62.09

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

- All designated hazardous waste sites: + \$1.00 per hour.

**SHIFT DIFFERENTIAL:**

- Second shift shall receive an additional \$1.00 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 hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

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

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

**County - CAPE MAY**

**Craft: Welder**

**PREVAILING WAGE RATE**

Welder

**Craft: Welder**

**COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .

# STATEWIDE RATES



**OPERATING ENGINEERS**    **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

**CLASSIFICATIONS:**

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

**CLASSIFICATIONS:**

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tugger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled  
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -  
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

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

OPERATING ENGINEERS      Rates Expiration Date :

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.56	34.50	90.06	92.36	94.61

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)



**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

**CLASSIFICATIONS:**

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

**CLASSIFICATIONS:**

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including propane, natural gas, and flow-type units)

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
56.64	34.50	91.14	93.44	95.69

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
61.32	34.50	95.82	98.12	100.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
60.32	34.50	94.82	97.12	99.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
56.82	34.50	91.32	93.62	95.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
59.32	34.50	93.82	96.12	98.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
55.82	34.50	90.32	92.62	94.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
58.45	34.50	92.95	95.25	97.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

TERRITORY  
ENTIRE STATE

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

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
54.39	34.50	88.89	91.19	93.44

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console  
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.73	34.50	86.23	88.53	90.78

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels



**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
50.20	34.50	84.70	87.00	89.25

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
48.44	34.50	82.94	85.24	87.49

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.01	34.50	90.51	92.81	95.06

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
55.15	34.50	89.65	91.95	94.20

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
63.34	34.50	97.84	100.14	102.39

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
61.68	34.50	96.18	98.48	100.73

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
57.18	34.50	91.68	93.98	96.23

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

**TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST      Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

**Effective Dates:**

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

**CLASSIFICATIONS:**

Driller's Helper

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.75	32.53	78.28

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.45	32.53	77.98

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
44.95	32.53	77.48

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
47.45	32.53	79.98

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
44.40	32.53	76.93

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
44.05	32.53	76.58

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.90	32.53	76.43

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

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

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FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

**03/01/2020**

Rate	Fringe	Total
43.50	32.53	76.03

**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>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
53.57	34.50	88.07	90.37	92.62

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
47.33	34.50	81.83	83.53	85.78

**CLASSIFICATIONS:**

Driller's Helper



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

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
41.42	15.29	56.71

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
35.82	14.84	50.66

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
33.72	14.67	48.39

**CLASSIFICATIONS:**

Certified Welder

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

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
32.80	14.30	47.10

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
31.74	14.21	45.95

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
26.37	13.48	39.85

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
36.91	14.93	51.84

**CLASSIFICATIONS:**

Crane Operator

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

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MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

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

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.80	32.53	76.33

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.65	32.53	76.18

**CLASSIFICATIONS:**

Raker, Screedman, Luteman

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.40	32.53	75.93

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.50	32.53	76.03

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

Traffic Control Coordinator

**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:**

	<b>10/18/2020</b>		<b>10/18/2021</b>	<b>10/18/2022</b>
Rate	Fringe	Total	Total	Total
32.92	29.50	62.42	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

	<b>10/18/2020</b>		<b>10/18/2021</b>	<b>10/18/2022</b>
Rate	Fringe	Total	Total	Total
41.74	29.50	71.24	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>10/18/2020</b>		<b>10/18/2021</b>	<b>10/18/2022</b>
Rate	Fringe	Total	Total	Total
47.78	29.50	77.28	79.28	81.28

**CLASSIFICATIONS:**

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man



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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.95	32.53	76.48

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
47.50	32.53	80.03

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
46.25	32.53	78.78

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coatiers of pipe; waterproofers; tree cutter, timberman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
47.50	32.53	80.03

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
46.25	32.53	78.78

**CLASSIFICATIONS:**

general foreman

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HEAVY & GENERAL LABORERS - SOUTH      Rates Expiration Date :

Effective Dates:

**03/01/2020**

Rate	Fringe	Total
43.95	32.53	76.48

**CLASSIFICATIONS:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION     Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

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

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

Effective Dates:

**06/09/2020**

Rate	Fringe	Total
54.58	32.80	87.38

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

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PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

**Effective Dates:**

**06/09/2020**

Rate	Fringe	Total
54.58	32.80	87.38

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**06/09/2020**

Rate	Fringe	Total
33.27	22.42	55.69

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**    **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

**Effective Dates:**

	<b>11/02/2020</b>		<b>11/01/2021</b>	<b>11/01/2022</b>
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

	<b>11/02/2020</b>		<b>11/01/2021</b>	<b>11/01/2022</b>
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

	<b>11/02/2020</b>		<b>11/01/2021</b>	<b>11/01/2022</b>
Rate	Fringe	Total	Total	Total
39.46	19.88	59.34	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.95	32.53	76.48

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man



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ASPHALT LABORERS- NORTH     Rates Expiration Date :

Effective Dates:

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

Asphalt Laborer

**ELECTRICIAN- UTILITY WORK (NORTH)**     **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

Four 10-hour days may worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
57.30	39.54	96.84

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
54.06	37.30	91.36

**CLASSIFICATIONS:**

Journeyman Lineman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
54.06	37.30	91.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
53.52	36.92	90.44

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
51.90	35.80	87.70

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
45.41	31.32	76.73

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
67.57	46.62	114.19

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
62.17	42.88	105.05

**CLASSIFICATIONS:**

Assistant General Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
60.55	41.77	102.32

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
43.79	30.20	73.99

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.63	28.71	70.34

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.63	28.71	70.34

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.08	28.35	69.43

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.08	28.35	69.43

**CLASSIFICATIONS:**

Line Equipment Mechanic

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Effective Dates:

11/29/2020

Rate	Fringe	Total
35.14	24.24	59.38

**CLASSIFICATIONS:**

Groundman 2nd Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
32.44	22.36	54.80

**CLASSIFICATIONS:**

Groundman 1st Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
53.52	36.92	90.44

**CLASSIFICATIONS:**

Line Equipment Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**    **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

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

**OVERTIME:**

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

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

**RECOGNIZED HOLIDAYS:**

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

**WORKING RULES:**

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

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
63.56	51.00	114.56

**CLASSIFICATIONS:**

General Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
56.43	46.88	103.31

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
53.46	45.13	98.59

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Welder

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
39.60	36.94	76.54

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
34.65	34.00	68.65

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
32.18	32.55	64.73

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
29.70	31.09	60.79

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
27.23	29.62	56.85

**CLASSIFICATIONS:**

Groundman 1st Year



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ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/02/2020

Rate	Fringe	Total
21.78	26.40	48.18

CLASSIFICATIONS:

Flagman

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

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
68.63	32.53	101.16

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
68.18	32.53	100.71

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

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

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
67.43	32.53	99.96

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
71.18	32.53	103.71

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
66.60	32.53	99.13

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
66.08	32.53	98.61

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)  
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
65.85	32.53	98.38

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)  
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

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

Effective Dates:

**03/01/2020**

Rate	Fringe	Total
65.25	32.53	97.78

**CLASSIFICATIONS:**

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

**SUPPLEMENTARY SPECIFICATIONS**  
**FOR THE LTMUA SEWER MAIN INTERCEPTOR REHABILITATION**  
**IN THE TOWNSHIP OF LOWER**  
**COUNTY OF CAPE MAY**

**AUTHORIZATION OF CONTRACT**  
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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**  
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The electronic version of the 2019 Standard Specifications for Road and Bridge Construction, effective September 1, 2019 as referenced in Baseline Document Change announcement BDC19S-01 of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

**WAGE RATES**  
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The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at:

[http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 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**

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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, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).

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 "basis of 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.

**SECTION 100 - GENERAL PROVISIONS**  
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The following sections of the standard specifications are deleted:

**SECTION 101 - GENERAL INFORMATION**  
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**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**  
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**SECTION 103 - AWARD AND EXECUTION OF CONTRACT**  
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**SECTION 104 - SCOPE OF WORK**  
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**SECTION 105 - CONTROL OF WORK**  
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**SECTION 106 - CONTROL OF MATERIAL**  
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**SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**  
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**SECTION 108 - PROSECUTION AND PROGRESS**  
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**SECTION 109 - MEASUREMENT AND PAYMENT**  
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These sections of the standard specifications are changed to the requirements of the contracting agency contained here in these contract construction specifications document.

**DIVISION 150 - CONTRACT REQUIREMENTS**  
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The following sections of the standard specifications are deleted:

**SECTION 151 - PERFORMANCE BOND AND PAYMENT BOND**  
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**SECTION 152 - INSURANCE**  
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**SECTION 153 - PROGRESS SCHEDULE**  
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**SECTION 154 - MOBILIZATION**  
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**SECTION 155 - CONSTRUCTION FIELD OFFICE**  
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**SECTION 156 - MATERIALS FIELD LABORATORY**  
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**SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS**  
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**SECTION 161 - FINAL CLEANUP**  
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These sections of the standard specifications are changed to the requirements of the contracting agency contained here in these contract construction specifications.



**SECTION 158 - SOIL EROSION AND SEDIMENT CONTROL  
AND WATER QUALITY CONTROL**

**158.04 MEASUREMENT AND PAYMENT**

The list of pay items is deleted and the following is added:

Separate payment will not be made for temporary soil erosion and sediment control and water quality control and dust control but the cost will be included in the various items in the proposal.

**DIVISION 200 - EARTHWORK**

**SECTION 201 – CLEARING SITE**

**201.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

Payment for the item “CLEARING SITE” in excess of 50% of the bid price will not be made until completion of project.