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SPECIFICATIONS FOR
2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BASE BID A: HATHAWAY STREET (FROM MAIN AVENUE TO LOCUST AVENUE) AND CHESTNUT STREET (FROM WILLOW AVENUE TO PINE STREET) – NJDOT FUNDED
BASE BID A – ALTERNATE 1: CHESTNUT STREET (FROM PRINE STREET TO WAGNER AVENUE) – NJDOT FUNDED
BASE BID A – ALTERNATE 2: CHESTNUT STREET (FROM WAGNER AVENUE TO LEXINGTON AVENUE) – NJDOT FUNDED
BASE BID B: JORDAN AVENUE (FROM PATERSON AVENUE TO LUCIA PLACE) – CDBG FUNDED
BASE BID B – ALTERNATE 1: JORDAN AVENUE (FROM LUCIA PLACE TO VAN DYKE STREET) – CDBG FUNDED

BOROUGH OF WALLINGTON
BERGEN COUNTY, NEW JERSEY

JULY 29, 2019
REVISED; SEPTEMBER 11, 2019

N.E.A. PROJECT NO.: **WALLMUN19.012**

MAYOR
MARK W. TOMKO

BOROUGH COUNCIL PRESIDENT
MELISSA DABAL

BOROUGH COUNCIL
KHALDOUN ANDROWIS
EUGENIUSZ RACHELSKI
JOSEPH C. BRUNACKI, IV
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NJDOT SPECIAL PROVISIONS FOR STATE AID PROJETCS

NJ PREVAILING WAGE RATE DETERMINATION

BOROUGH OF WALLINGTON

BID NOTICE

Notice is hereby given that sealed bids will be received by the Mayor and Council of the Borough of Wallington, Bergen County, New Jersey, for the **2019 Roadway Improvements Program Various Streets (NJDOT and CDBG Funded)** at Borough of Wallington Municipal Building, 24 Union Boulevard, Wallington, New Jersey, 07057 on **September 25, 2019** at **11:00 AM**, Local Prevailing Time.

Drawings, specifications and forms of bids, contract and bond for proposed work, prepared by David Juzmeski, P.E., P.P., will be on file at the office of said Engineer, 34 Park Avenue, Lyndhurst, N.J., on **September 12, 2019** at **10:00 AM** and may be examined at no expense by prospective bidders during business hours. Bidders, upon request, will be furnished with a copy of the specifications and plans by the Engineer upon proper notice and a non-refundable payment cost of **$100.00** to cover the cost of reproduction. (Checks made payable to: **Neglia Engineering Associates**.) Bids must be made on Standard Proposal Forms in the manner designated herein and required by the Specifications, must be enclosed in sealed envelopes, bearing the name and address of bidder and name of project on the outside addressed to Mayor and Council, Borough of Wallington, Bergen County, New Jersey and must be accompanied by a non-collusion affidavit and a certified check or bid bond for not less than ten (10%) percent of the amount bid, provided said check need not be more than $ 20,000.00, nor shall not be less than $500.00, and a consent of surety from a surety company authorized to transact business in the State of New Jersey in a sum equal to one hundred (100%) percent of the amount bid, and be delivered at the place on or before the hour named above.

Signatures shall be in ink and in longhand. Bids should be either mailed directly to or hand delivered directly to the Municipal Clerk, Borough of Wallington, 24 Union Boulevard, Wallington, New Jersey, 07057.

The Standard Proposal Form and the non-collusion affidavit are attached to the Specifications, copies of which will be furnished on application to the Engineer.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, regarding Affirmative Action and Executive Order 11246 regarding Equal Opportunity, and with all provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq.

and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference.

New Jersey Business Registration Requirements: NJSA 40A:11-23.2 requires all contractors and subcontractors with public contracting agencies to provide proof of registration with the Department of Treasury, Division of Revenue.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. The Contractor is required to comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to NJSA 10:5-31 et. seq. and NJAC 17:27, P.L.1975, c 127., regarding Affirmative Action, Executive Order 11246 regarding Equal Employment Opportunity, and Chapter 33, Laws of 1977 regarding disclosure of Partners & Stockholders, and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference, and with all provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq. and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference. All bidders must be registered with the New Jersey Department of Labor.

All bids shall be irrevocable, not subject to withdrawal and shall stand available for a period of sixty (60) days. The Borough reserves the right to reject any or all bids, or to waive any informalities in the bidding.

Contractors shall be advised that a portion of this project is being funded by the NJDOT Municipal Aid Program, in conjunction with municipal funds. Federal Prevailing Wage Rates shall prevail in this contract.

Contractors shall also be advised that a portion of this project is being funded by the Bergen County Community Development Block Grant Program (CDBG), in conjunction with municipal funds. Federal Prevailing Wage Rates shall prevail in this contract. As such, there are several requirements that the contractor must satisfy in order to be awarded this work. Contractors must be currently registered with the Central Contractors Registration (CCR) database and have a DUNS number. Accordingly, all requirements of the Bergen County Community Development Block Grant Program (CDBG) must be followed by the contractor in the performance of this contract.

Small, Minority and Women's Business Enterprises are encouraged to obtain specifications and compete for the contract.

"By order of the Mayor and Council, Borough of Wallington, Bergen County, New Jersey."

_____

Gregory Zagaja, Acting Deputy Clerk

GENERAL INFORMATION

GENERAL QUALIFICATIONS:

The scope of work under Base Bid A will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Hathaway Street (from Main Street to Locust Avenue) and Chestnut (From Willow Avenue to Pine Street) within the Borough of Wallington. These improvements are being funded by a NJDOT Municipal Aid Grant.

The scope of work under Alternates 1 and 2 within Base Bid A will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Chestnut Street (from Pine Street to Lexington Avenue) within the Borough of Wallington. These improvements are being funded by a NJDOT Municipal Aid Grant.

The scope of work under Base Bid B will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Jordan Avenue (from Paterson Avenue to Lucia Place) within the Borough of Wallington. These improvements are being funded by the Bergen County Community Development Block Grant Program (CDBG).

The scope of work under Alternate Base Bid B will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Jordan Avenue (from Lucia Place to Van Dyke Street) within the Borough of Wallington. These improvements are being funded by the Bergen County Community Development Block Grant Program (CDBG).

TIME TO COMPLETE:

TIME IS OF THE ESSENCE for this project.

All proposed improvements associated with the 2019 Roadway Improvements Program Various Streets (NJDOT and CDBG Funded) project shall be completed within sixty (60) calendar days after notice to proceed, weather permitting, including any and all awarded alternates.

The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude. No consideration will be given for extensions or additional compensation due to these delays.

INQUIRIES REGARDING PROJECT

Inquiries regarding the various types of work included in this contract should be directed to the following representatives of the Neglia Engineering Associates:

David Juzmeski, P.E., P.P.
Neglia Engineering Associates
34 Park Avenue
Lyndhurst, New Jersey 07071
Email: djuzmeski@neglianengineering.com
Phone: (201) 939-8805

INSTRUCTIONS TO BIDDERS
Covering all Contracts

1.0 BIDS

1.1 Sealed Proposals (Bids) will be received by the Borough of Wallington by the date and time stated in the Notice to Bidders. All Sealed Proposals (Bids) must be time-stamped by the staff of the Borough of Wallington before the date and time of required receipt set forth in the Notice to Bidders. The Bids will be publicly opened and read aloud on the date and at the time and location set forth in the Notice to Bidders. The term "Bidder" is sometimes hereinafter interchangeably referred to as the "Contractor."

1.2 Bidding forms bound with the Specifications shall not be detached or filled out. A separate package of Bidding Forms will be furnished to each Bidder to be filled out and submitted.

1.3 Each Bid proposal shall be accompanied by:

A. A Consent of Surety from a Surety Company, licensed by the New Jersey Department of Insurance, that such Surety Company will provide the Bidder with a Performance, Payment and Maintenance Bond.

B. A Bid Bond for 10% of the Base Bid but not in excess of $20,000. A certified check or cashier's check drawn to the order of the Borough of Wallington for 10% of the Base Bid but not in excess of $20,000 may be substituted for the Bid Bond.

C. As required by N.J.S.A. 40A:11-23.2 and N.J.S.A. 52:32-44, a copy of the Bidder's Business Registration Certificate (or other form or verification) evidencing registration of the Bidder with the Department of the Treasury. The requirements of such statutes are described in detail in the document entitled "Notice and Certification Relating to Business Registration" which is included as one of the Bid Documents.

1.4 The above shall be applied to the Borough of Wallington's claim for damages in the event the successful Bidder fails to deliver the Contract and Performance, Payment and Maintenance Bond within the time stated under Article 23.0 of these Instructions.

1.5 Bids, Bid Bond or Check, and the Consent of Surety shall be enclosed in a sealed envelope, plainly marked on the outside as follows:

PROPOSAL BY:

_____

Identity of Bidder

PROPOSAL FOR:

Identity of Project

1.6 The Borough of Wallington shall not be held responsible for the premature opening or any improperly identified Bid.

1.7 No Bid may be withdrawn within sixty (60) days after the Bid Opening.

2.0 SECURING CONTRACT DOCUMENTS

2.1 Copies of the Contract Documents are on file at the Borough of Wallington.

2.2 Copies of the Contract Documents (consisting of the Drawings and Specifications) may be reviewed and purchased at the office of the Engineer, Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, New Jersey, 07071.

3.0 PROOF OF COMPETENCY OF BIDDERS

3.1 Any Bidder may be required to furnish evidence satisfactory to the Borough of Wallington that the Bidder and his proposed Subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner. In particular, the Contractor must have the appropriate licenses to perform the required remediations.

3.2 The Borough of Wallington reserves the right to reject any Bid if the evidence submitted fails to satisfy the Borough of Wallington that the Bidder and/or Bidder's proposed Subcontractors are qualified to carry out and complete the Contract.

4.0 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

4.1 Each bidder is responsible for being fully cognizant of the conditions relating to the construction and the labor provisions under which the work will be performed failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.

4.2 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 Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid

4.3 Each bidder must recognize that the sequence of construction will be established by the Owner and/or Engineer, to minimize traffic problems, or to avoid interference with other proposed projects. No extra payment will be made for remobilization from one section of the contract to another

4.4 Bidders are notified that it is obligatory upon them to obtain by their own means information which they may require as to the existing physical conditions, and in particular as to subsurface and ground water conditions. The Owner will make available to the bidder all information obtained by investigations prior to the bid

openings, but makes no guarantee with respect to the accuracy of such information, and each bidder in bidding represents that he relies exclusively upon his own investigations, and he makes his bid with a full knowledge of all conditions, and the kinds, quality, and quantity of work required.

4.5 Prior to submitting a Bid, the Bidder shall:

A. Carefully examine the Drawings and read the Specifications.

B. Visit the site of the proposed work, fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the proposed Contract, and make such investigation as the Bidder may see fit so that the Bidder shall fully understand the facilities, difficulties, and restrictions accompanying the work under this Contract.

C. Bring to the attention of the Engineer any variations in the Contract Documents and the actual site conditions that would affect the Bid, which shall be reported to the Borough of Wallington in sufficient time to enable the Engineer to correct such variations, by Addenda, if necessary.

4.6 Should the Bidder observe that any of the Contract Documents are at variance with applicable laws, statutes, building codes or regulations in any respect, the Bidder shall promptly notify the Engineer in writing and any necessary changes to the Contract Documents shall be accomplished by appropriate modification. If the Bidder submits its Bid without first bringing such variance to the attention of the Engineer, the Bidder shall assume full responsibility and shall bear all costs attributable thereto should it be awarded a Contract.

4.7 In submitting its Bid, the Bidder covenants that it has carefully examined the Contract Documents, Addenda, if any, and the Site, that, as a result of such examination, it fully understands the intent and purpose of the Contract Documents and its obligations thereunder, and that it will not make claim for, or have any right to damages, because of the lack of any information.

4.8 Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to the actual conditions and requirements of the work and the accuracy of the estimate of the Engineer and shall not at any time after the submission of a bid dispute or complain of such statement or estimate of the Engineer nor assert that there has been any misunderstanding in regard to the nature or amount of the work to be done.

5.0 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

5.1 Should any Bidder be in doubt as to the true meaning of any part of the Contract Documents, or find discrepancies in or omissions from any part of the Contract Documents, it shall submit to the Engineer a written request for an interpretation or correction thereof.

5.2 Requests for interpretation or correction of the Contract Documents shall be submitted to, and be in possession of, the Engineer and to be given consideration must be received at least 10 days prior to the date fixed for the opening of bids.

5.3 Bidders must address all communications regarding this work to the Engineer at the address set forth in 2.2 above.

5.4 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and shall be shall be provided to all prospective bidders (at the respective address furnished for such purposes), in accordance with N.J.S.A. 40A:11-23(c)(2) no later than seven days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender. Failure of any bidder to receive any such addenda or interpretations shall not relieve said bidder from any obligations under its bid as submitted. All addenda so issued shall become part of the Contract Documents.

5.5 If the question involves equality of use of products or methods it must be accompanied by drawings specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general the Engineer will neither approve nor disapprove particular products prior to opening of the bids such products will be considered when offered by the Contractor for incorporation into the work.

5.6 If the Bidder, prior to submission of its Bid, fails to call to the attention of the Engineer the existence of any such patent ambiguity, inconsistency, error, discrepancy, omission or doubt in the Contract Documents, its Bid will be conclusively presumed to have been based upon an interpretation of such ambiguity or inconsistency or the like, or upon any directions correcting such error, which may have been subsequently given by the Director.

5.7 Unless such action shall have been taken by the bidder and approval obtained, he agrees to use the product or method designated or described in the specifications as may be amended by addenda

6.0 ADDENDA

6.1 All Addenda shall be acknowledged on the Bid Form and shall be deemed to have been considered in the Bid. Upon award of a Contract, such Addenda will become part thereof.

7.0 UNIT PRICES (WHEN REQUESTED)

7.1 The cost of changes in the work of this project may be based upon unit prices for certain work and materials. Bidders shall submit unit prices when requested.

7.2 All unit prices shall be NET and shall include all incidental work normally required in connection with the particular type of work involved, and shall include (but not necessarily be limited to) the following:

a. All engineering, including detailing and shop drawings.

b. All material costs, including an allowance for waste.

c. The provision of all necessary accessories.

d. All fabrication and shop costs.

e. All shop and field labor, including supervision and engineering layout costs.

f. All temporary utilities required, including safety precautions.

g. All costs of standby trades during or beyond normal working hours.

h. All charges for transportation, freight, insurance, taxes, overhead, profit and any other item, as well as bonding costs, if applicable.

If unit prices are not deemed fair and reasonable by the Borough of Wallington, Bids may be rejected.

8.0 NEW JERSEY SALES AND USE TAX ACT

8.1 In submitting its Bid, the Bidder certifies that the total amount of its Bid does not include any New Jersey Sales Tax. The Bidder further certifies that, in the event it is the successful Bidder, it will only apply for an exemption for materials or supplies to be used in connection with its Bid and this project.

8.2 In submitting its bid, the Bidder acknowledges and agrees that the Bidder and its Subcontractors and their respective affiliates shall, in accordance with N.J.S.A. 52:32-44(g)(1), be required to collect and remit to the Director of the Division of Taxation in the Department of the Treasury the New Jersey Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c.30 (the "Sales and Use Tax Act") (N.J.S.A. 54:32B-1 et seq.) on the Bidder's and its Subcontractors' and their respective affiliates' sales of tangible personal property delivered into the State of New Jersey. Both the Borough of Wallington, in entering into a contract with the Bidder, and the Bidder, in entering into a contract with a Subcontractor, are required by the Sales and Use Tax Act to include in their respective contracts to provide goods or perform services or to construct a construction project, for the term of each such contract, a requirement that the Bidder (the Contractor) or the Subcontractor, as the case may be, and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the New Jersey Use Tax due pursuant to the Sales and Use Tax Act on all of their sales of intangible personal property delivered into this State, it being understood and agreed that the term "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity by owning, directly or indirectly, more than 50% of the ownership interests in that entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. **The Bidder shall ensure that all of its contracts with its Subcontractors will include provisions requiring its Subcontractors and their affiliates to make such collections and remittances.**

8.3 A Contractor's Exemption Purchase Certificate, Form ST-13 of the State of New Jersey, Division of Taxation, Sales Tax Bureau, shall be completed by the Bidder and shall, for Sales and Use Tax exemption purposes under N.J.S.A. 54:32B-8.22, be presented to the sellers of materials, supplies or services purchased by the Bidder for exclusive use in connection with this Project only.

9.0 NEW JERSEY PREVAILING WAGE ACT

9.1 The Bidder's attention is called to N.J.S.A. 34:11-56.25 et seq., an act known as the "New Jersey Prevailing Wage Act," which (on the basis of the "prevailing wage contract threshold amount" defined in N.J.S.A. 34:11-56.26 (11) (b)) applies to every contract with the Borough of Wallington for an amount equal to $2,000.00 or more.

9.2 A "public work" is defined in N.J.S.A. 34:11-56.26(5) to mean "construction, reconstruction, demolition, alterations, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program."

9.3 All workmen engaged in the performance of the Contract shall be paid not less than the prevailing wage rate, as ascertained from the Commissioner of Labor and Industry, for the craft or trade or classification of all workmen required to perform the Contract during the anticipated term thereof.

9.4 In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the Contract is paid less than the required wage rate, the Borough of Wallington may terminate the Contractor'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 itself execute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Borough of Wallington for any excess cost occasioned thereby. The Contractor and its Subcontractors shall then be required to file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the Public Work. The statements shall set forth the names of the persons whose wages are unpaid and the amount due to each. The statements shall be verified by the oaths of each Contractor and Subcontractor, as the case may be.

9.5 The Contractor and each and every Subcontractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each workman employed by it in connection with the Public Work. Records shall be preserved for two years from the date of payment.

9.6 The Contractor and all Subcontractors shall post the Prevailing Wage Rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages.

9.7 Before final payment is made by the Borough of Wallington to the Contractor under the Contract, the Contractor shall be required (1) to comply with the requirement of N.J.S.A. 52:32-44(d) that the Contractor submit to the Borough of Wallington a complete and accurate list of the names and addresses and business registration certificates (or other forms or verifications evidencing registration with the Department of the Treasury) of the Contractor's Subcontractors, as more particularly provided for in Section A.7. of the document entitled "Notice and Certification Relating to Business Registration" which is included as one of the Bid Documents and (2) to sign an affidavit, in the form requested by the Director, to

the effect that all Subcontractors and workmen have been paid in accordance with the Prevailing Wage Rates.

9.8 The Prevailing Wage Rates in the locality for the craft or trade or classification of all workmen needed to perform the Contract during the anticipated term thereof shall be on file in the office of the Borough of Wallington. Said Prevailing Wage Rates, as revised by the Commissioner of Labor and Industry, shall be made part of the Contract.

9.9 Please be advised that N.J.A.C. 12:60-2.1 and 6.1 and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., require that all "public works" employers shall (within ten (10) days of the payment of wages) submit a certified payroll record thereof to the public body or lessor which contracted for the "public works" project.

9.10 The certified payroll records shall be filed with the Borough of Wallington, 24 Union Boulevard, Wallington, New Jersey, 07057

9.11 A sample of the certified payroll form is available from the Borough of Wallington. The successful Bidder will receive certified Payroll Forms from the Borough of Wallington at a Pre-Construction Meeting.

10.0 THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

10.1 The Bidder's attention is called to N.J.S.A. 34:11-56.48, et seq., an act known as "The Public Works Contractor Registration Act," which provides as follows:

A. That "[n]o contractor [defined in N.J.S.A. 34:11-56.50 as 'any ... legal entity...who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L. 1963, c. 150 (C.34:11-56.25 et seq.), and includes any subcontractor or lower tier subcontractor of a of a contractor'] shall bid on any contract for public work as defined in [N.J.S.A. 34:11-56.26] unless the contractor [including all subcontractors] is registered pursuant to this act." (Emphasis added). N.J.S.A. 34:11-56.51.

B. That "[n]o contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered [with the Department of Labor] pursuant to [N.J.S.A. 34:11-56.52 to 56.55] at the time the bid is made." N.J.S.A. 34:11-56.51.

C. That "[n]o contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to a contract, unless the contractor or subcontractor is registered pursuant to [this] act." N.J.S.A. 34:11-56.51.

D. That "[e]ach contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." N.J.S.A. 34:11-56.55.

10.2 It is required that all labor employed by the Contractor and all Subcontractors on this project will be such as will work with the other trades employed on the project, so that there will be no dissension between trades.

11.0 EQUAL OPPORTUNITY EMPLOYMENT

11.1 N.J.A.C. 17:27-3.1 expressly provides that "[n]o public agency contract shall be awarded by a public agency, nor shall any moneys be paid thereunder to any contractor or subcontractor which has not agreed and guaranteed to afford equal opportunity in performance of the contract in accordance with an affirmative action program ***."

12.0 AFFIRMATIVE ACTION

(a) If awarded a contract, the successful bidder/vendor will be required to comply with the requirements of N.J.S.A. 10.5-31 et seq. and N.J.A.C. 17:27 et seq.

(b) All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the Borough's contract, one of the following:

Goods, Professional Services and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough and the Division of Contract Compliance and Equal Employment Opportunity in the Public Contracts ("Division"), (see Attachment #5)

This approval letter is valid for one year from the date of issuance, or

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with the N.J.A.X. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. (See Attachment #6) The period of validity of the Certificate is indicated on its ace. Certificates must be renewed prior to their expiration date in order to remain valid, or
3. The successful vendor shall complete and Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the Borough (see Attachment #7). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Equal Employment Opportunity (EEO/Affirmative Action (AA) evidence must be submitted.

Construction Contractors

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 (see Attachment #8) 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 A-202 (see Attachment #9) once a month thereafter for the duration of the contract to the Division and to the Borough's compliance officer.

After notification of award, but prior to signing a construction contract, the Equal Employment Opportunity (EEO)/Affirmative Action (AA) evidence must be submitted. The Borough shall retain the Affirmative Action evidence in their files for review by the Division.

For all goods, services and professional service vendors, vendors shall comply with the affirmative action language of Exhibit A (see Attachment #3).
For all construction contracts, the successful bidder shall comply with the affirmative action language of Exhibit B (see Attachment #4).

Attachment 3

(REVISED 4/10)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Cont*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form of AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Attachment 4

(REVISED 4/10)

EXHIBIT B

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

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

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

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

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

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

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

EXHIBIT B (*Cont*)

(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 Treasure 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 be adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

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

(2) To notify any minority and women workers who have been listed with its 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 or 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 possess the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

EXHIBIT B (*Cont*)

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

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

(A) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

Attachment 5

Sample Federal Letter of Approval

U.S. Department of Labor

Programs

Employment Standards Administration
Office of Federal Control Compliance

Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108

February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Victorians Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

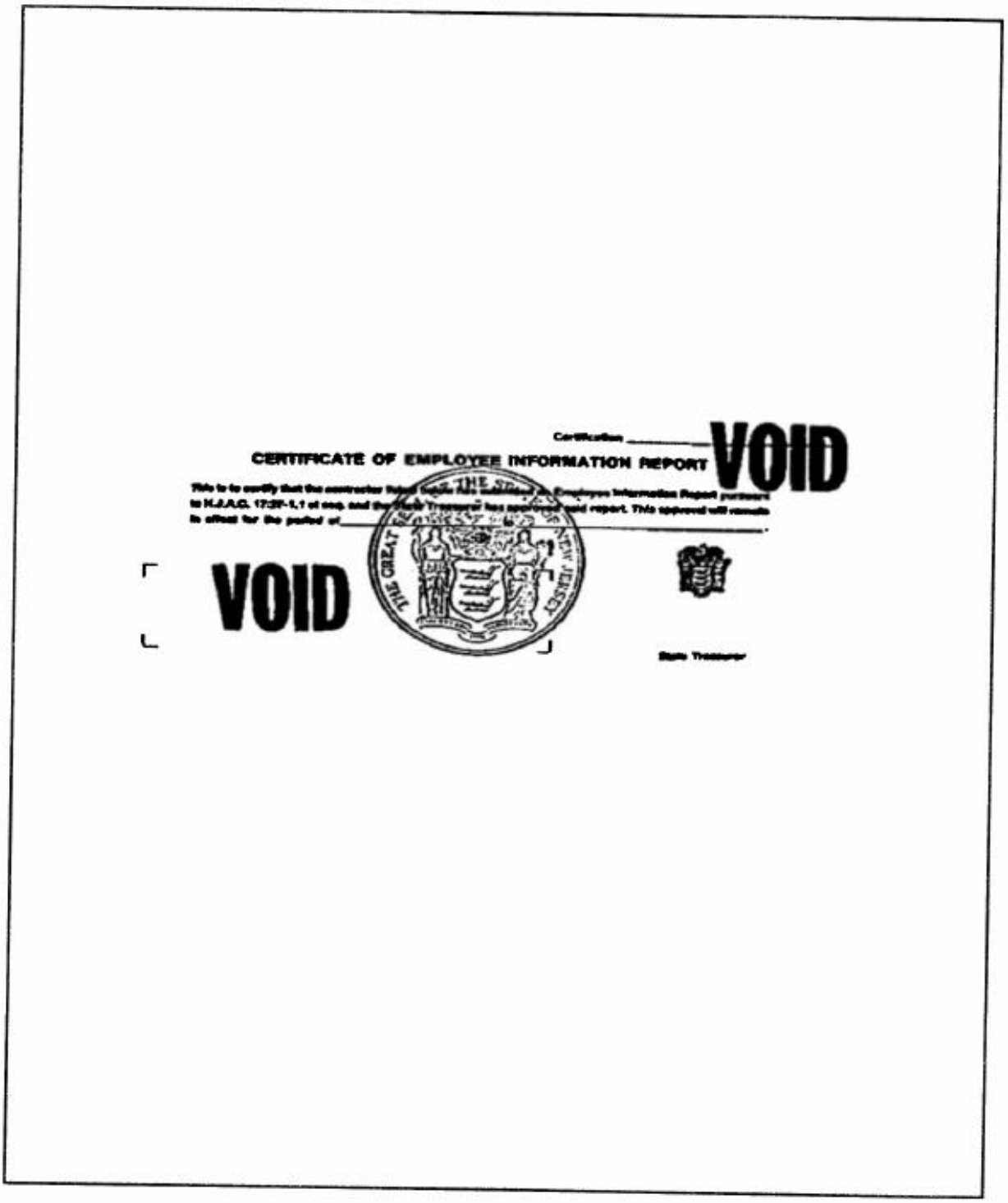
The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area officer Director

Attachment # 6

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				MALE					FEMALE					
	COL. 1 TOTAL (Cols 2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

FORM AA-202
REVISED 11/11

State Of New Jersey

Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

3. F ID or SS Number

1.Name and address of Prime Contractor

2. Contractor ID Number

4. Reporting Period

(NAME)

5. Public Agency Awarding Contract

Date of Award

(ADDRESS)

6. Name and Location of Project

County

7. Project ID Number

(CITY) (STATE) (ZIP CODE)

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES A. TOTAL	B. BLACK	C. HISPANIC	D. AMERICAN INDIAN	E. ASIAN	F. FEMALES	12 TOTAL NO. OF MIN. EMP.	13. WORK HOURS TOTAL WORK HOURS	A. MIN. W/H	B. FEMALE W/H	14. % OF WORK HRS A. % OF MIN. W/H	B. % OF FEMALE W/H	15. CUM. WORK HRS TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	16. CUM. % OF W/H A. % OF MIN. W/H	B. % OF FEM. W/H
			J																	
			AP																	
			J																	
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17. COMPLETED BY (PRINT OR TYPE)

(NAME) (SIGNATURE) (TITLE)

(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

13.0 ANTI-KICKBACK ACT

13.1 The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, promulgated pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 863: Title 18 U.S.C., Sec. 874, and Title 40 U.S.C., Sec. 276c), and any amendments or modifications thereof, and shall cause appropriate provisions to be inserted in Subcontracts to insure compliance therewith by all Subcontractors.

14.0 BUY AMERICAN

14.1 Only manufactured and farm products of the United States, wherever available, shall be used under this Contract, pursuant to N.J.S.A. 40A:11-18.

15.0 TIME OF COMPLETION

15.1 **TIME IS OF THE ESSENCE** in the performance of this Contract.

15.2 If the Contractor cannot substantially complete the work within the number of days allotted in the Contract, he shall insert in his bid the number of working days, or the date of substantial completion, required by him.

15.3 The award of the Contract may be determined by the ability of the Contractor to substantially complete the work within the number of calendar days and/or by the date stated in the Contract or in the Contractor's bid as discussed in 16.2.

15.4 The work under the Contract shall be substantially completed within:

All proposed improvements associated with the 2019 Roadway Improvements Program Various Streets (NJDOT and CDBG Funded) project shall be completed within sixty (60) calendar days after notice to proceed, weather permitting, including any and all awarded alternates.

Substantial completion is such state of completion as exists when complete possession of the work is taken by the Borough of Wallington, or when the remaining work does not prevent reasonable use of complete occupancy of the work.

15.5 In accordance with N.J.S.A. 40-A:11-17, the Borough of Wallington shall be entitled to deduct, from the contract price, an amount equal to any wages paid by the Borough of Wallington to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed (in the Specifications for the Contract) for the completion of the work.

16.0 STATEMENT OF OWNERSHIP

16.1 A Statement of Ownership must be completed in order for the Bid to be accepted.

16.2 N.J.S.A. 52:25-24.2 requires corporate and partnership Bidders for contracts 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 of any authority, to submit a list of names and addresses of all stockholders owning 10% or more of the stock of the

Bidder's corporation or, in the case of a partnership, the names and addresses of all partners owning a 10% or greater interest therein.

16.3 In addition, N.J.S.A. 52:25-24.2 requires that, if one or more of such stockholders or partners is itself a corporation or a partnership, (i) the stockholders holding 10% or more of that corporation's stock or the individual partners owning a 10% or greater interest in that partnership, as the case may be, shall also be listed; and (ii) such "disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner, [meeting or] exceeding the 10% ownership criteria * * * has been listed."

16.4 In the event that a Bidder is a limited liability company, the Bidder must submit (i) the names and addresses of all members owning a 10% or greater interest therein and, (ii) if any member of the limited liability company is a corporation or a partnership or a limited liability company, the names and addresses of the stockholders or partners or members holding a 10% or greater interest in such corporation, partnership or limited liability company. In addition the Bidder must continue such disclosure until the names and addresses of every non-corporate stockholder, partner or member meeting or exceeding the 10% ownership criteria has been listed.

16.5 These statements of names and addresses must be submitted prior to the receipt of the Bid or must accompany the Bid.

No award of a Contract may be made and no Agreement may be entered into if there is a failure to comply with the provisions of law relating to statements of ownership.

17.0 AFFIDAVITS OF FOREIGN CORPORATIONS

17.1 Each Bidder which is a foreign corporation or limited liability company, that is, one not chartered or organized under the laws of the State of New Jersey, must submit, prior to the award of a Contract, an affidavit duly executed by the President, Vice President or General Manager of the entity and stating that said entity has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey.

17.2 Each such Bidder must also state, on his Bid Form, the name and address of the local representative, agent or counsel representing said entity, upon whom service of process can be made.

18.0 BID FORM

18.1 Bid Forms are located within the Specifications and shall be fully completed and executed as described herein.

18.2 Bids shall be submitted on the forms furnished, or accurate copies thereof, and shall be signed in ink. Do not add, delete or change the wording of the Bid Form. Erasures or other changes in a Bid must be explained or noted over the signature of the Bidder. Bids containing any interlineation, omission, unexplained erasures, alterations, or items not called for in the Bid, or irregularities of any kind, may be cause for rejection of the Bid by the Borough of Wallington.

18.3 Each Bid shall state the full name and business address of the Bidder.

18.4 Bids submitted by an individual who is the sole owner of the business shall be signed by that person above his typed or printed name.

18.5 Bids by partnerships must state the full names of all partners, must set forth the legal name of the partnership, followed by the name of the state of formation, and must be signed on behalf of the partnership by one of the partners or by an authorized representative, whose name and designation must be typed or printed under his signature.

18.6 Bids by corporations or limited liability companies must set forth the legal name of the corporation or limited liability company, followed by the name of the state of incorporation or formation, and must be signed on behalf of the corporation or limited liability company by an authorized officer, whose name and designation must be printed or typed under his signature.

18.7 A Bid by a person, who affixes to his signature the word "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be the Bid of the individual signing. When requested, satisfactory evidence of the authority of the officer signing on behalf of a corporation or other entity shall be required.

18.8 The Contractor shall complete all information required on EACH copy of the Bid Forms in order for his Bid to be valid.

19.0 AWARD OF CONTRACT

19.1 The Borough of Wallington reserves the right to waive any informality in Bids received or reject any and all Bids when it is in the interest of the Borough of Wallington to do so.

19.2 The Contract will be awarded to the lowest responsible single Bidder as established by the Base Bid(s) plus alternate and/or separate Bids accepted by the Borough of Wallington.

19.3 The low Bid will be acted upon within sixty (60) days after the date of the opening of Bids. In the event the Contract is not awarded within sixty (60) days after the opening of Bids, the Borough of Wallington may request an extension of time from the lowest responsible Bidder**.** Should the low Bidder refuse the extension, the Borough of Wallington shall reject the low Bid and shall have the option of either rejecting all Bids or requesting that the next lowest responsible Bidder grant an extension so as to allow the award of a Contract to said Bidder.

20.0 AGREEMENT

20.1 The "Contract Form" prepared by the office of the Borough of Wallington is hereby made a part of this specification, bound herein or not.

20.2 Copies of same may be inspected at the Borough of Wallington.

20.3 The aforementioned Form is intended to indicate substantially the terms of the Agreement. However, the Borough of Wallington reserves the right to modify and/or provide additional provisions as may be necessary to fully protect its interests.

21.0 NOTICE OF PERFORMANCE, PAYMENT AND MAINTENANCE BOND

21.1 The Form of "Performance, Payment and Maintenance Bond," which has been prepared by the office of the Borough of Wallington and is substantially in the form set forth in N.J.S.A. 2A:44-147, is made a part of their specifications, bound herein or not.

21.2 Copies of same may be inspected at the Borough of Wallington.

21.3 The successful Bidder shall furnish the required bond in the form prepared by Borough of Wallington.

21.4 The Contractor shall be entitled to reimbursement for monies expended for the Bonds upon submission of its first Certificate of Payment. Reimbursement will be based on the appropriate bid items.

22.0 GUARANTEE

22.1 All Contractors shall guarantee their labor and all materials for a period of two (2) years from date of Substantial Completion, unless otherwise specified in writing and approved by the Borough of Wallington.

23.0 LAWS, ORDINANCES, CODES AND REGULATIONS

23.1 All "work" to be provided for this project shall conform to the following and subsequent revisions thereto:

A. The State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.); and the Uniform Construction Code and all applicable Subcodes thereof.

B. All applicable published communications by the Department of Community Affairs (DCA) including but not limited to the following:

1. DCA Interpretations

2. DCA Formal Technical Opinions

3. DCA Bulletins

4. Related Regulations

5. Miscellaneous

C. The Americans with Disabilities Act of 1990.

D. NJDOT Standard Specifications and details except as outlined otherwise.

23.2 The Specifications make reference to certain laws, ordinances, codes and regulations, whether they be by Federal, State, County and/or Municipal Governments. This is done to alert those involved with the Project of unique requirements that pertain to building construction work for the Borough of

Wallington. This is not intended as a limitation of the Contractor's responsibility to comply with any and all other Federal, State and Local building codes and ordinances that relate to this project.

24.0 INFORMATION NOT GUARANTEED

24.1 All information given on the drawing, or in the Contract Documents, relative to borings and materials encountered, ground water, subsurface conditions, and existing pipes and other structures is from the best sources at present available to the Owner. All such information and the drawings of existing construction are furnished only for the convenience of bidders.

24.2 It is understood and agreed that the Owner does not warrant or guarantee that the materials, conditions, and pipes or other structures encountered during construction will be the same as those indicated or by the information given on the drawings. The bidder must satisfy hime1f regarding the character, quantities, and conditions of the various materials and the work to be done.

24.3 It is understood and agreed that the bidder or the Contractor will not use any of the information made available to him, or obtain in any examination made by him, any manner as a basis or ground for claim or demand of any nature against the Owner or the Engineer arising from or by reason or any variance which may exist between the information offered and the actual materials or structure encountered during the construction work.

25.0 ERRORS IN BID

25.1 In the event there is a discrepancy between the unit prices and the extended totals the unit price shall govern. In the event there is a discrepancy between prices written in words and written in figures, the prices written in words shall govern. In case of obvious error in the bidders extended summation, the computed total of the Engineer shall govern. If an error in any bid item is obvious, and is corroborated by extensions or additions, the Owner may make the appropriate correction and accept the bid.

26.0 INTENT OF CONTRACT DOCUMENTS

26.1 The intent of the Contract documents is to obtain a complete job, satisfactory to the Owner and the Engineer. It shall be understood that the bidder is cognizant of the full requirements of the Contract and has based his Proposal upon such understanding. Compensation for all Work and materials required to complete the Contract shall be considered included in the price bid in the Proposal

27.0 QUALIFICATION OF BIDDER

27.1 The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and 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 the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly

qualified and/or financially capable to carry out the obligations of the contract and to complete the work contemplated therein within the time limit stipulated. Conditional bids will not be accepted.

27.2 A bidder shall be deemed technically competent if he has satisfactorily performed a minimum of three (3) projects of a similar type and magnitude in this state. A bidder shall be considered financially qualified if a consent of Surety has been furnished by an acceptable surety company and there is sufficient net worth available for the initial 30 days of construction activity.

28.0 WITHDRAWAL OF BIDS

28.1 Upon proper request and identification a bidder may withdraw his bid prior to the scheduled time for the opening thereof. However, no bid may be withdrawn after the first bid has been opened and thereafter not for a period of 60 days after the date of the opening thereof.

29.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

29.1 The successful bidder upon his failure or refusal to execute and deliver the Contract and Contract Bond required within 5 days after he has received notice of the acceptance of his bid shall forfeit to the Owner as liquidated damages for such failure or refusal the security deposited with his bid.

30.0 POWER OF ATTORNEY

30.1 Attorneys-in fact who sign Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

31.0 EXCEPTIONS

31.1 Any exceptions to specifications' must be clearly specified, and described. The Owner reserves the right to reject any bid where exceptions are found to be non waivable by the Owner

32.0 SUBCONTRACTORS

32.1 As required by 40A:11-16, each bidder must submit, on the form provided, the name or names of all Sub-Contractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and Ornamental iron work.

32.2 Further, each bidder must indicate on said form whether separate performance security is being provided by each Sub-Contractor, or whether overall performance security is being provided by the bidder on behalf of himself and any or all Sub-Contractors. A separate Consent of Surety must be provided for any Sub-Contractor that will be providing a separate performance guarantee.

33.0 FORFEITURE OF DEPOSIT IN CERTAIN CASES.

33.1 A deposit made by any person who makes or causes to be made a false, deceptive or fraudulent statement or answers in response to a questionnaire or in the course of a hearing hereunder may be caused to be forfeited as liquidated damages by and to the contracting unit (40A: 11-34).

34.0 PENALTIES FOR FALSE STATEMENTS

34.1 Any person who makes or causes to be made a false deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than $ 100.00 no more than $1,000.00, and shall be permanently disqualified from bidding all public work or contracts of the contracting unit which submitted the questionnaire; or in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co partnership, association or corporation, by such fine or by imprisonment, not exceeding-6 months, or both (40A: 11-34).

GENERAL CONDITIONS

1.0 DEFINITIONS

The term "Contract Documents" shall mean and consist of the Advertisement, Information for Bidders, Proposals, Bidder's Affidavit, Bid Bond, Surety Guarantee, executed Contract, Contract Bonds, General Conditions, General Specifications, Detailed Specifications, Contract Items, Contract Drawings and all addenda thereto and modifications thereof incorporated in the Documents before execution of the Contract.

The term "Owner" shall mean the Borough of Wallington or its duly authorized representative.

The term "Engineer" shall mean Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, NJ.

The Term "Contractor" shall mean the party or parties contracting with the Owner to perform a branch of The work herein specified or to the legal representative of such party or parties.

The term "Sub-Contractor" shall mean the party or parties having a contract or agreement with the Contractor to supply labor and materials, or only labor, for work at the site of the Project.

The term "Contract Bonds" shall mean the bonds furnished by the Contractor, on the forms provided herein, as security for the faithful performance of his Contract and security for the payment of all persons performing labor or furnishing materials in connection therewith.
The term "Surety" shall mean the person, persons, or corporate body which is bound with and for the Contractor, and which binds itself or himself for the payment of all debts pertaining to, and for the acceptable performance of, the work for which he has contracted, as more particularly set forth in the Contract Bonds.

The term "Project" shall mean the entire work to be performed under the Contract.

The term "work" shall mean all plant, labor, materials and supplies (including their transportation to or from the site of the Project by employees of the Contractor or his subcontractors), structures or parts thereof on which work is underway or completed, equipment, rentals, insurance, Contract Bonds, and other facilities and things agreed to be furnished and done by the Contractor, and necessary and proper for or incidental to the carrying out and completion of the terms of this Contract, including all shop and field tests of equipment and structures, operating tests and maintenance for two year.

The term "extra work" shall mean work authorized by the Owner which, by his written direction, involves changes in, or additions to, the work required under the Contract at the time of its execution.

The term "drawings" shall mean the Contract Drawings, all details or working drawings furnished by the Engineer pertinent or supplemental thereto, and such supplemental detail drawings as the Contract Documents may require the Contractor to furnish, when such drawings have been duly approved.

The term "specifications" shall mean the General Specifications, Detailed Specifications, specifications contained in the Contract Items or shown on the drawings, and standard

specifications referred to herein.

The term “provide” and/or “furnish” shall mean to supply, deliver, place, install, connect, and make ready for use or for the purpose intended.

The term “completion” shall mean the full and exact compliance and conformance with the provisions and requirements expressed and implied by the drawings, specifications, and Contract Documents.

The term “material” (or “materials”) shall mean all the things of any kind, nature, and class as may be specified which become a part of or are used in the construction of the work, together with all manufactured or prepared materials, articles, equipment, accessories, appliances, appurtenances, supplies and parts used therein or placed thereon.

The term “structures” shall mean the inlets of all kinds, manholes of all kinds, pipes and other facilities, and other works which are to be built under this Contract or which may be encountered in the work and which are not otherwise classified herein.

The term “site” shall mean the area or areas which is the location for the performance of the work.

When referring to the work or its performance, the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, and others of like import, shall imply the direction, requirement, permission, order, designation or prescription of the Engineer; and ‘approved”, “acceptable”, “satisfactory”, “in the judgment of”, and words of like import shall mean approved by or acceptable to or satisfactory to the Engineer. Wherever in the specifications the words “detailed”, “noted”, “shown”, or words of like import are used, it shall be understood that these words mean as detailed, noted, or shown on the drawings; and where the word “specified” is used, it shall be understood to mean as specified herein.

Whenever any article of equipment or material is specified by reference to the name of a manufacturer or dealer without the use of the terms “equal to”, or “approved equal”, the intent is to specify that equipment or material shall be the basis for the bid submitted in the proposal.

2.0 HEADINGS

The headings of the articles herein are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation,

3.0 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents shall be signed by the Contractor within five (5) business days of the award of the Contract unless an extension of time is agreed to in writing by both parties. The Owner will then execute the Contract.

The Contract Documents are complementary, and what is called for by one shall be binding as if called for by all, The work herein described and/or shown on the drawings shall be complete in every detail notwithstanding that every item necessarily involved is or is not particularly mentioned or shown, and the Contractor will be held to provide all labor, materials, equipment and incidental accessories necessary for the entire completion of the work intended to be described or shown in finished form, tested and ready for operation,

and shall not avail himself of any manifestly unintentional error or omission, should such exist.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such insertion.

If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed of no effect and shall be deemed stricken from the Contract without affecting the binding force of the remainder.

4.0 CONTRACT SECURITY

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish and deliver to the Owner in triplicate executed Contract Bonds in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of his Contract, and in the amount of one hundred percent (100%) of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the forms provided herein and having as security thereon such Surety or Sureties as are acceptable to the Owner, are authorized to transact business within this State, and have at least an A - minus rating from A.M. Best & Company. The bonds shall be purchased through a surety company having a local agent upon whom service of process can be made. The bonds shall assure the Owner coverage for a two-year maintenance period subsequent to completion of work. Surety companies to be listed on Dept. Circular 570.

If, at any time after execution and approval of this Contract and the Bonds required by the Contract Documents, the Owner shall deem any of the Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice so to do, furnish new or additional bonds, in forms, sums and signed by such Sureties as shall be satisfactory to the Owner. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bonds shall be furnished and approved. The premium on such bonds shall be paid by the Contractor.

5.0 BREAKDOWN STATEMENT OF LUMP SUM BIDS

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish and deliver to the Owner in triplicate copies of a breakdown statement of his lump sums bid in the Proposal, in such detail and form as will be acceptable to the Engineer, for use in preparing the monthly estimates. The breakdown shall show the delivered price of material and the allowance for installation, which may be enumerated in any monthly estimate for payment as provided hereinunder; and shall be so made as to facilitate the preparation of monthly estimates.

6.0 OBLIGATION OF CONTRACTOR

The Contractor shall, under the bid prices, furnish all labor, materials, plant, power, light,

heat, fuel, water, tools, appliances, equipment, supplies, and any and all other means of construction necessary or proper for performing and completing the work; restore to their original condition all surfaces disturbed; do all work and pay all costs of cutting, fitting, patching, protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface and overhead structures, and all other property, including the work of other contractors, and pipe, structures, and appurtenances, public or private in the vicinity of the work; bear all costs of insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work, except as herein provided; take all risks of whatever nature; indemnify the Owner for all claims, as herein provided; conform to all federal, state, county, or municipal legislation and requirements: undertake all cutting, fitting, or patching of his work required to bring it into conformity with the Contract Documents; leave intact the work of adjoining contractors, unless otherwise ordered; perform and complete the work, including all operating tests, to the satisfaction of the Engineer, and in the manner best calculated to promote rapid construction and consistent with safety of life and property, and in strict accordance with the Contract Documents; protect the work during construction; clean up the work during and after construction; and maintain it until final acceptance and as provided hereinafter under "Maintenance."

The Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. It is understood that neither the Owner nor the Engineer are responsible for the adequacy of construction methods or for the safety of Contractor's personnel.

Neither the action nor inaction of the Owner or the Engineer shall make them liable for injury or damage resulting from inadequate or improper construction methods. The Contractor shall indemnify the Owner and the Engineer from any action by his personnel or by others, as a result of injury or damage any Engineer defense for any such action at his own expense.

It is intended that the unit prices and lump sum bids include all the work to be done which will result in a complete installation of first class workmanship and material ready for operation, and that any appurtenance, accessory, or work allied to any particular item of work and necessary for its proper operation or completion will be furnished and installed under the unit prices and lump sums or lump sum bid under this Contract.

7.0 PRECONSTRUCTION MEETING

Prior to the start of work, a pre-construction meeting shall be scheduled between the Contractor, Engineer, and construction inspectors, and representatives of the Borough of Wallington.

8.0 START AND COMPLETION OF WORK

The Contractor shall commence work within seven (7) days from the date of a written notice from the Owner to commence work, and shall continue without interruption until work is completed, except as provided herein. The sequence of work shall conform to the construction program submitted by the Contractor and approved by the Engineer, provided however, that said schedule may be modified from time to time as directed or approved by

the Engineer.

Modification of the schedule or sequence of construction by the Engineer shall not entitle the Contractor to extra compensation other than mobilization and demobilization costs, and only if such costs are in excess of normally anticipated costs as determined by the Engineer.

The Contractor shall complete the work in all respect, except for maintenance, within the number of consecutive calendar days or specific deadline stipulated in the Contract following the service of notice from the Owner to commence work.

9.0 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor (i) shall purchase from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, and shall carry, the insurance described in subparagraphs A through D below, in the minimum limits shown, for the purpose of protecting the Contractor and, under the insurance described in subparagraphs B through D below, its Additional Insureds, including the Owner (Borough of Wallington),the Engineer (Neglia Engineering Associates) each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from claims (including claims for damages for bodily injury, including accidental or wrongful death, as well as claims for property damage) which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; (ii) shall obtain and deliver to the Owner the Certificates of Insurance required by subparagraph E below; (iii) shall also ensure that all of its Subcontractors carry the coverages described in subparagraphs A through E below, in the minimum limits shown, it being understood, however, that a Subcontractor shall be excused from carrying any of such insurance only if such Subcontractor is named an Additional Insured under the Contractor's policy or policies; and (iv) shall obtain and deliver to the Owner copies of Certificates of Insurance from all such Subcontractors confirming the existence of their required insurance coverage:

(A) Worker's Compensation Insurance

The Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of The State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employers' Liability, such coverage will be unlimited as respects employees subject to the New Jersey Workers' Compensation Law, and not less than $1,000,000 for other employments or exposures.

(B) Commercial General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of Standard ISO (Insurance Services Office) Form CG0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage under the Commercial General Liability Insurance policy may not be restricted by any endorsement attached thereto. The policy limits shall not be less than:

$1,000,000 Each Occurrence.

$ 100,000 Fire Legal Liability.

$1,000,000	Personal and Advertising Injury Liability.
$2,000,000	General Aggregate**.
$2,000,000	Completed Operations/Products Liability/Aggregate.

** The General Aggregate shall apply separately for each project or location of the Contractor.

The Owner (Borough of Wallington), the Engineer (Neglia Engineering Associates) and each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, will (through the use of ISO Endorsement Form CG 20 10 07 04, Additional Insured - Owners, Lessees or Contractors) all be named as Additional Insureds under the Contractor's policy

(C) **Business Auto Liability Insurance**

The Contractor shall carry Business Auto Liability Insurance coverage under the latest version of Standard ISO Form CA0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage shall be provided for **either** Symbol 1 ("Any Auto") **or** Symbol 7 ('All Scheduled Vehicles') **plus** Symbol 8 ('Hired Vehicles') **plus** Symbol 9 ('Non-Owned Vehicles'). This coverage shall be not less than $1,000,000 Each Occurrence; and the Owner, the Engineer and each of the municipalities in which the on-site work is to be performed, as well as their respective agents, officers and employees, shall be named as Additional Insureds.

(D) **Umbrella Liability Insurance**

For a Contract for **more than $250,000**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than $5,000,000** Each Occurrence and Annual Aggregate.

For a Contract for **$250,000 or less**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than $1,000,000** Each Occurrence and Annual Aggregate.

No such Umbrella Liability Insurance policy shall be more restrictive than the coverage provided for under the above-described primary policies.

Any such Umbrella Liability Insurance policy shall contain a clause stating that, in the event the primary coverage is impaired or exhausted, such policy shall take effect (drop down) and act as primary coverage until the exhaustion of its limits.

(E) **Certificates of Insurance: If the Contractor has submitted a Consent of Insurance as part of his submission, then in that event, after the Bid of the Contractor has been accepted by the Owner, but simultaneously with the Contractor's entry into a Contract with the Owner, the Contractor shall obtain from its insurer(s) and deliver to the Owner copies of Certificate[s] of insurance (i) confirming that all of the above-described coverage is in full force and effect, (ii) stating the limits of liability and the expiration dates of each policy and type of coverage, (iii) listing all required Additional Insureds, and (iv) stating that the Owner will receive not less than 30 days' advance written notice of either a cancellation of any coverage prior to the expiration date of any policy or any non-renewal (as of the expiration date of any policy) of any**

insurance coverage. Renewal Certificates covering the renewals of all policies expiring during the life of the Contract shall be filed with the Owner not less than 10 days before the expiration of all such policies.

The insurance required above shall be written for not less than the limits of liability specified therein. Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interpretation from date of commencement of the Work until the date of final payment and the termination of any coverage required to be maintained after final payment.

The forms and/or amounts of insurance to be furnished by the Contractor and each of its Subcontractors shall not in any way operate to relieve or limit the liability of the Contractor or any Subcontractor under the Contract or any other of the Contract Documents.

The Contractor shall not commence work under the Contract until all insurance required of the Contractor has been obtained and has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Owner. Approval of such insurance by the Owner shall not relieve or decrease the liability of the Contractor under the Contract or the Contract Documents.

The Contractor and each of its Subcontractors shall purchase from and maintain insurance with companies which, as of the time of the Bid (in the case of the Contractor) and as of the time of the purchase (in the case of the Subcontractor), have at the very least an A Minus rating by A.M. Best & Company.

All of the insurance to be provided shall be considered to be primary insurance as respects the Owner, the Engineer and the municipalities in which the on-site Work is to be performed. The Contractor will save harmless, indemnify and defend the Owner, the Engineer and the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from any and all claims arising out of the Contractor's performance.

10.0 CONSTRUCTION PROGRAM

Following award of his Contract, the Contractor shall attend a Project conference arranged by the Owner which will include representatives of the Owner, the Engineer, and all other contractors doing work on or about the site.

Within 5 days after notice to proceed with the work, the Contractor shall prepare and submit for approval six copies of a detailed chronological construction program or work progress schedule, setting forth clearly each stage including approximate delivery dates of materials, and the time allowed for the installation of materials, in order to complete all the work fully within the time fixed herein, and, if required, he shall revise and resubmit the program until it is approved. Confirmed delivery dates for materials shall be furnished as soon as practicable after the submission of the construction program.

The Critical Path Method will be permissible in preparation of the construction program, which must be adjusted and updated through a monthly narrative submission.

The Contractor, within 7 days after being notified of an unsatisfactory program, shall resubmit a revised program for approval. If, subsequent to the initial approval, unforeseen circumstances necessitate a modification of the approved construction program, as

determined by the Engineer, the Contractor, within 7 days after such notification, shall submit a revised program for approval.

The Contractor shall adhere to such program, and, if necessary to do so, he shall supply, without increased cost to the Owner, additional labor and/or additional shifts of labor and overtime, and procure materials and equipment more promptly.

The Engineer shall have the right to order the Contractor to execute the work simultaneously at and from as many different points or parts as the Engineer may deem necessary to assure completion within the Contract time, or to assure minimum interference with the public. Failure to comply with any such work order shall constitute a breach hereof.

The Contractor shall also submit, with such construction program, his plans for plant and his specifications covering methods of construction and of handling materials which he proposes to use in the performance of work. Approval, however, of any proposed plans of plant and such specifications shall not be deemed to relieve the Contractor of any liability or responsibility placed upon him by this Contract or by law.

11.0 LIST OF MANUFACTURERS

Within 20 days after notice to proceed with the work, and prior to submission of any shop drawings or printed matter for approval, the Contractor shall submit to the Engineer for approval a complete list of the manufacturers of all equipment and materials proposed for the work. No approvals will be rendered on any submissions of the Contractor before the complete list of manufacturers has been approved.

12.0 ACCEPTANCE OF DRAWINGS AND SPECIFICATIONS

The Contractor admits and agrees that he is satisfied with the drawings and specifications and agrees that he will at no time dispute or complain that there was any misunderstanding or any error in regard to the amount, quantities, materials to be furnished, and of the work to be done under this Contract, or in regard to the amount of compensation to be paid therefore; and he further covenants and agrees to completely execute and perform his Contract and to fully complete the said work or improvements to the satisfaction of the Owner and to strictly comply with these drawings and specifications and not to ask or demand, sue for or recover any further or extra compensation beyond the Contract price. He also further covenants and agrees that the Owner may accept any alternate listed at the time of submitting his proposal for the price set therein during the life of the Contract. It is intended that all said prices shall be the sole and only compensation to the contractor for the full and complete performance of this contract, and the full completion of said Contact or improvement. It is also understood and agreed that the price to be paid includes payment for all labor, materials, tools, equipment and permits therefor.

The Contractor accepts the drawings and specifications as complete and accurate and agrees that there is no conflict therein with permissible trade practices or methods. Any objections to the drawings and specifications that the Contractor may have must be called to the Engineer’s attention and the matter resolved before submitting his Proposal.

The Contractor agrees that should there be conflicts or objections not called to the Engineer’s attention and written decision rendered by the Engineer before signing the

Contract the Engineer's decision with regard to such conflict or objection shall be final and binding on the Contractor and shall not be subject to arbitration.

13.0 OMISSION OF DETAILS IN DRAWINGS AND SPECIFICATIONS

All work called for in the specifications applicable to each separate Contract, but not shown on the drawings in their present form, or vice versa, and work not specified in either the drawings or in the specifications, but involved in carrying out their intent, or in the complete and proper execution of the work, shall be performed by the Contractor as though it were specifically delineated or described.

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

14.0 CONFLICTS ON DRAWINGS AND SPECIFICATIONS

In case of any conflict or inconsistency between the drawings and specifications, the matter shall be submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive and binding on the Contractor as if same were specifically set forth in the Contract, and unless he shall have asked for and obtained a decision in writing from the Engineer before submitting his Proposal as to what shall govern, the Contractor shall be deemed to have estimated on the more expensive way of doing the work.

Any discrepancy between the figures on drawings shall be submitted by the Contractor to the Engineer, whose decisions thereon shall be conclusive and final.

When any detail of construction is not fully understood by the Contractor, he shall make application to the Engineer for such additional instructions as may be necessary and the Engineer's decision shall be final. In no case shall he proceed without such instructions.

Should anything be omitted from the drawings or specifications which is necessary to a clear understanding of the work, or should any errors appear either in any of the drawings furnished or in the work done by other contractors affecting the work included under this Contract, the Contractor shall promptly notify the Engineer of such omission or errors and in event of the Contractor's failure to do so, he shall make good any damages to or defect in his work caused thereby. He will not be allowed to take advantage of any error or omission on the drawings, as full instructions will be furnished by the Engineer, should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

Errors in the specifications and/or drawings which are purely typographical shall be interpreted as would be the logical conclusion or brought to the attention of the Engineer for interpretation.

The Contractor is required to check all dimensions and quantities on the drawings or schedules given to him by the Engineer, and shall notify the Engineer of all errors therein which he may discover by such examination and checking. The Contractor will not be allowed any extra payment for work he alleges to be due to any error or omission in these specifications, nor in the drawings or schedules, as full directions will be furnished by the

Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

Figured dimensions on drawings shall take precedence over measurement by scale and detailed working drawings shall take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

15.0 DRAWINGS, DIAGRAMMATIC REPRESENTATION

Where drawings are shown in diagrammatic form they are intended to convey scope of work and to indicate general arrangement of equipment.

Locations of all items, shown on drawings or called for in specifications that are not definitely fixed by dimensions are approximate only. Exact locations necessary to secure the best conditions and results shall be submitted to the Engineer for approval before installation.

When directed by the Engineer, reasonable modifications in layout shall be made as required to prevent conflict with work of other trades' or for proper execution of work, without additional cost to the Owner.

16.0 STANDARD SPECIFICATIONS AND ABBREVIATION

Where reference is made in the Contract Documents to the standard specifications of any technical society, Federal Specification Board, or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of advertisement for bids and such specifications are made part hereof to the extent which is indicated.

The following abbreviations are used throughout the specifications to refer to organizations publishing specifications that are widely accepted as standards:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AHDGA	-	American Hot Dip Galvanizing Association
AIEE	-	American Institute of Electrical Engineers
AlSO	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
AMCA	-	Air Moving and Conditioning Association
ANSI	-	American National Standards Institute
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
AWPA	-	American Wood Preservers' Association
AWS	-	American Welding Society
AWWA	-	American Water Works Association
F.S.	-	Federal Specifications
IBR	-	Institute of Boiler and Radiator Manufacturers

IEEE	-	Institute of Electrical and Electronic Engineers
IPCEA	-	Insulated Power Cable Engineers Association
NBFU	-	National Board of Fire Underwriters (American Insurance Association)
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturer's Association
SBI	-	Steel Boiler Institute
SSPC	-	Steel Structures Painting Council
UL	-	Underwriters Laboratories, Inc.

17.0 DATUM

The figures given in the Contract and specifications or upon the Contract Drawings after the word "elevation" or an abbreviation of it, are based on an assumed datum..

18.0 DRAWINGS AND SPECIFICATIONS TO BE FURNISHED TO CONTRACTOR

The Contractor will be furnished with two white prints on paper, of each of the numbered drawings and a title sheet, and two sets of specifications and a disk containing the documents in PDF format. Additional prints and specifications will be furnished the Contractor upon application, at cost of reproduction.

Where a revision of a drawing becomes necessary, four copies of only the revised drawing will be furnished to the Contractor for inclusion with the previously issued drawings.

Supplementary drawings will be issued by the Engineer to the Contractor from time to time, where the Contract Drawings require supplementing, to explain the work more fully or to show changes which have been ordered by the Owner. Two white prints on paper, of each supplementary drawing will be furnished to the Contractor. These supplementary drawings shall have the same force and effect as any other Contract Documents

The Contractor shall keep one (1) copy of all drawings and specifications including the latest revised drawings and supplementary drawings, at the job site, in good legible condition, available to the Engineer and to his representatives.

19.0 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings, specifications and copies thereof furnished by the Engineer, are his property. They are not to be used on any other work, and with the exception of the signed Contract sets are to be returned to him on request or at the completion of the work.

20.0 ENGINEERING REPRESENTATION

During the life of the Contract, there will be representation by the Engineer and his authorized agents who will define the meaning and intent of the drawings and specifications, pass upon materials and workmanship, and determine that the work is proceeding in accordance with the Contract Documents. He may reject such work as in his opinion is not in accordance with the drawings and specifications.

The Engineer's representation is for the purpose of assuring that the work described by the drawings and specifications is being properly executed. If an Engineer's field

representative is employed he shall act as the Engineer's agent, serve as liaison between the Engineer and the Contractor generally through the Contractor's field superintendent, conduct on-site observations and keep records of the work in progress, give assistance in interpreting the drawings and specifications, transmit orders by the Engineer to the Contractor, review applications by the Contractor for payment, conduct final inspection of the work in the company of the Engineer and the Owner and perform other field representative duties as required.

Neither the Engineer, his field representative, or other authorized agents shall authorize any deviation from the Contract Documents without the knowledge and consent of the Owner, nor undertake any of the responsibilities of the Contractor, his subcontractors, or his field superintendent, nor expedite or superintend the Contractor's work, nor advise on or issue directions relative to any aspect of construction technique or method unless such technique or method is called for in the drawings and specifications.

The Engineer and his authorized agents shall have authority to stop the work of the Contractor whenever such stoppage is necessary to insure compliance with the Contract Documents.

The Engineer shall judge as to what constitutes a reasonable notice, and whether or not workmanship or materials incorporated in the work meet the standards and intent of the drawings and specifications, or of the kind of quality of materials that must be submitted to the Engineer for approval. His decision as to these questions must be accepted as final.

21.0 INSPECTION

The Engineer or his authorized agents will inspect materials furnished and the work done under this Contract, and he is also hereby authorized and empowered to reject and refuse all work; materials and equipment, and the method of application of any part thereof, under or in fulfillment of this Contract, that does not comply in kind, quality, quantity, time, place or performance, with the specifications and the drawings. The inspection, approval or acceptance of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter during the existence of this Contract and prior to the final payment should said work or materials be found to be defective or not in accordance with the requirements of the drawings and specifications.

Inspection, test, or acceptance of any materials prior to shipment shall not be deemed as a final acceptance of the materials. The Engineer may inspect or require tests or analyses of any portion of the materials at any time, after delivery at the site of work, either before or after installation, and any material which is found to be defective or which does not otherwise conform to the requirements of the specifications shall be rejected and removed forthwith from the site of the work, as provided in the Contract.

The Contractor will be required to pay for all costs of engineering field work and inspection which is:

(A) Performed on Saturdays, Sundays, or legal holidays, and which is made necessary by the Contractor's operations on such days and

(B) Performed between the completion date specified and the actual completion of the Contract, regardless of whether or not an extension of time may be approved.

22.0 ACCESS TO WORK

Agents, authorized representatives, and employees of participating Federal Agencies, the State, the Owner, and the Engineer, shall for any purpose have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor, including ladders and scaffolds. Other parties who may enter into contracts with the Owner for doing work within the territory covered by this Contract, shall, for all purposes which may be required by their contracts, be accorded the rights of access to the site of those parts of the work for which they are under contract.

Furthermore, the said agencies, the Owner, the Engineer, and their inspectors and agents shall, at all times, have immediate access to all places of manufacture where materials are being made for use under this Contract and the Contractor shall provide full facilities for determining that all such materials are being made strictly in accordance with the specifications and drawings. Records of payrolls, personnel, invoices, bills of lading and other relevant data shall also be made available by the Contractor for inspection upon request.

23.0 PERSONAL LIABILITY

In carrying out the provisions of this Contract or in exercising any power or authority granted them by their position there shall be no liability upon the appointed officials, the Engineer or their authorized representatives or assistants, either personally or as officials of the Owner, it being understood that in such matters they act as agents and representatives of the Owner.

24.0 TESTING OF MATERIALS

If the Engineer so requires, either prior to, beginning, or during the progress of the work, the Contractor shall submit samples of materials for such special tests and analyses as may be necessary to demonstrate that they conform to the specifications. The Owner will select and pay for testing laboratories to perform tests and analyses on concrete aggregates, mixed and placed concrete and similar materials. Such samples shall be furnished, taken, stored, packed, and shipped as directed at the expense of the Contractor.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing, and approval before the materials and equipment are necessary for incorporation in the work. Any delays resulting from his failure so to do shall not be used as a basis of a claim against the Owner or the Engineer.

If the Engineer orders sampling and analyses 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 Owner will bear the costs of tests and analyses if material is found to be sound and conforming to the specifications; if found defective or not conforming to the specifications, the Contractor shall bear all of the costs.

25.0 CERTIFICATES OF MANUFACTURERS

For pipe, cement, steel reinforcement, paint and similar materials which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Engineer certified records of physical, chemical, and other pertinent tests, and/or certified statements from the

manufacturer that the materials have been manufactured and tested in conformity with the specifications. Where such a small quantity of material is required as to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials which were concurrently produced, may at the discretion of the Engineer, be considered as the basis for the acceptance of such materials.

26.0 DEFECTIVE WORK OR MATERIALS

The inspection of the work by the Engineer shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials may have been previously inspected by the Engineer and accepted or estimated for payment.

If at any time before the final acceptance of the work, materials or workmanship should be discovered, which do not comply with the specifications and drawings, they shall be immediately removed by the Contractor when notified to do so by written notice from the Engineer and shall be replaced at the Contractor's expense. Any work condemned by the Engineer as unsuitable or improperly done shall be removed and repaired, or otherwise remedied, as the Engineer may direct.

Any material condemned by the Engineer shall be removed from the site of the work within two days if and after notice to that effect is given.

Should defective work be suspected and the Engineer so require, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examining at such points as said Engineer designates.

Should the work thus exposed or examined prove satisfactory, the uncovering, taking down or making openings in and replacing of the covering or the making good of the parts removed shall be paid for in accordance with the contract unit prices and/or as provided hereinafter under "Extra Work and Changes in the Work", for the items involved; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor. However in no event shall the Owner pay for any costs of uncovering and covering work where the Contractor has covered the work without its being inspected by the Owner or the Engineer.

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within 10 days after the service by the Engineer of a written order to replace such defective work or discard such materials, or to prove to the satisfaction of the Owner that he is initiating effective efforts to replace defective materials, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the moneys as are or may become due under this Contract, or if such moneys are not sufficient to meet said expense the additional moneys shall be furnished by the Contractor or his Surety. If during the maintenance period provided for hereinafter, any work done in accordance with that article shall be found defective before the end of the maintenance period, such defective work shall be made good in the same manner as provided herein. The Owner will have the option at all times to allow the defective or improper work to stand and to accept an equitable deduction from the Contract Price therefor.

27.0 WEIGHING AND MEASURING

Whenever requested by the Engineer, the Contractor shall provide personnel and all required weighing and measuring devices for determining the quantity of materials. For estimating quantities in which the computation of areas by geometric methods would, in the opinion of the Engineer, be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adaptable to the measurements of such areas.

28.0 DRAWING AND PRINTED MATTER FURNISHED BY THE CONTRACTOR

After approval of the list of manufacturers, the Contractor shall submit for approval, working drawings and shop drawings and descriptions of all materials and equipment which he is to furnish such as steel reinforcement, structural details, layout and support of sheeting and bracing, wiring, and details of supporting and relocating utilities or other adjacent structures, if he intends to deviate from the details shown or if the details are not shown. The Contractor, on approval of the Engineer, may submit manufacturers' literature as a substitute, or supplement to, the shop drawings. The minimum size for any submission shall be 8 1/2 inches by 11 inches. All drawings and printed matter submitted shall clearly indicate the section of the Contract items to which they correspond (e.g. G 2.08). Erection drawings may also be required.

Drawings or printed matter shall give all dimensions and sizes to enable the Engineer to consider the suitability of the material or layout for the purpose intended. The working drawings shall, where needed for clarity, include outline and sectional views, and detailed working dimensions and designations of the kind of materials and the kind of machine work and finish required. Drawings for submission shall be coordinated by the Contractor with the drawings heretofore approved, and with the design and function of any equipment or structure. All measurements shall be field checked by the Contractor, who shall not rely on the contract drawings for any dimension that can be measured in the field.

Material shall not be purchased or fabricated for equipment or structures until the Engineer has reviewed the working drawings, which shall represent all materials and work involved in the construction. No materials or equipment shall be delivered to the site until working drawings have been reviewed.

Work shall not be done upon any part of a structure, the design or construction of which is dependent upon the design of equipment or other features, until a review has been made by the Engineer.

Six copies of drawings and printed matter shall be submitted to the Engineer for review. Upon review by The Engineer, the Contractor shall furnish the Engineer with four prints on paper of each approved drawing, and four copies of approved manufacturer's printed literature. Only drawings which have been checked and corrected by the material fabricator shall be submitted. The Contractor shall be responsible for the prompt submission of all working drawings, so that there shall be no delay in the work due to the absence of such drawings.

All shop drawings submitted must bear the approval stamp of the Contractor as evidence that the drawings have been first checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the

Contract Documents because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been reviewed.

Where a shop drawing as submitted by the Contractor indicates a departure from the Contract, which the Engineer deems to be a minor adjustment, in the interest of the Owner not involving a change in Contract price or extension of time, the Engineer will review the drawing but such review implies the following:

"The modification shown on the attached drawing has been reviewed in the interest of the Owner to effect an improvement for the Project and is accepted with the understanding that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Owner under the Contract and bond or bonds."

Where additional working drawings are required, the Contractor shall submit same upon the request by the Engineer.

Any review or lack of same by the Engineer of such working drawings, manufacturer's literature or other data related to the work or material to be furnished for the Contract shall not be construed as in any way relieving the Contractor from his full responsibilities under the terms of the contract.

29.0 SUBSTITUTIONS

Wherever in the drawings and specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the Engineer, may be substituted by the Contractor subject to the limitations set forth herein below. Determination of equality shall be based upon, but not limited to, the following consideration: suitability for the purpose intended, and economy of operation and maintenance. Final decision of acceptability of the equipment or material proposed shall rest with the Engineer.

As a prerequisite for obtaining acceptance of substitute products after execution of the Contract, the Contractor must submit the following information to the Engineer in writing:

(A) Reasons for not using the product specified

(B) Proof that the Contractor has investigated the effect of the substitution on all work of other contractors directly or indirectly involved.

(C) Drawings, descriptions, illustrations, catalogs, records of tests and all other information essential for judging the quality, suitability, and durability of the substitute product.

(D) Proof of satisfactory use of the substitute product under similar operating conditions on other projects.

(E) Where cost alone is given as the reason for the proposed substitution, a statement of the amount of credit to be allowed the Owner for accepting the substitute product.

When specified equipment or material cannot be delivered to meet the construction schedule or if such equipment or material is no longer available, the Contractor shall submit a letter to such effect written by the manufacturer.

If, in the opinion of the Engineer, the test data submitted for a substitute product is insufficient for judging its quality or suitability, the Owner reserves the right to require testing of such product by a laboratory of his own choosing. The Contractor shall bear all costs of testing substitute products.

When substitute equipment or material requires redesign of structures, supports, partitions, piping, wiring, or ductwork shown on the contract drawings, such redesign, revised drawings and details shall be prepared by the Contractor at his own expense. All costs of incorporating such changes in his work and in the work of other contractors as well as the cost of services rendered by the Engineer in connection with same shall be borne by the Contractor.

The Engineer will accept any product which is equivalent to the product specified, after the above conditions are met.

30.0 PATENTS AND ROYALTIES

The Contractor shall indemnify and save harmless the Owner and his officers and agents, from all damages, judgment, claims and expenses arising from the infringement of any letters of patent, or patent right or because of any royalty, fee or license for the use, arrangement or operation of any tools, machinery, appliances, devices, materials, process or processes which may be used by the Contractor or furnished by him in fulfillment of the requirements of this Contract. In the event of any claim or action at law on account of such patents or fees, it is agreed that the Owner may retain out of moneys which are or which may become due the Contractor under this Contract, a sum of money sufficient to protect himself against loss, and to retain the same until said claims are paid or satisfactorily adjusted.

31.0 DESIGN OF EQUIPMENT

All parts of the equipment furnished under the Contract shall be amply proportioned for all stresses that may occur during fabrication, shipment, erection, and intermittent or continuous operation. Identical parts shall be interchangeable.

The equipment to be furnished under the Contract shall be of an approved type, and the product of manufacturers who have successfully built equipment of the same size, capacity, and type for at least 5 years unless otherwise specified. The Contractor shall submit any information that the Engineer may consider necessary in order to determine the ability of the manufacturer to produce the equipment as called for by the specifications.

Unless other specific requirements are noted under the Contract Items, the Contractor shall provide the services of an accredited representative of the manufacturer to supervise the installation, testing and placing of equipment in satisfactory operation. This representative shall also make final adjustments and shall instruct designated employees of the Owner in the proper operation and maintenance of the equipment.

The Contractor shall obtain from each manufacturer a warranty for equipment replacement and repair in the event of malfunction, which shall extend for two year from the date of "acceptance of the work".

The minimum manufacturing experience requirement is for five years, as specified herein. In other sections of the Contract Documents, manufacturers are required to "have regularly

engaged in the manufacture and installation of comparable systems as identified in the specifications or within this document." In all such cases, consideration will be given to alternative equipment which does not meet the specified experience period if the equipment supplier or manufacturer provides a bond from acceptable surety, or a cash deposit, for the value of the equipment being supplied, plus installation costs, removal costs, overhead and profit. The bond or deposit shall be maintained for a period of time equal to the experience period specified and must be available as a guarantee for replacement within thirty days after declaration by the Engineer that the alternative equipment has failed to meet with specified requirements. All such alternative equipment must be submitted to the Engineer for review so as to assure that all technical requirements are met.

The manufacturer's nameplate, name or trademark shall be permanently affixed to all equipment and material furnished. Nameplate of subcontractor or distributor will not be acceptable.

The Contractor shall furnish and install identifying tags and nameplates on all equipment, valves, ducts, dampers, motors, heating and ventilating and electrical work, bearing name and number indicated on the drawings and the function. Unless otherwise specified, tags shall be Seton Name Plate Co. aluminum type with black enamel background and etched or engraved aluminum lettering, or laminated Bakelite or Lamicold.

Nameplates shall be secured with screws, or nuts and bolts where possible, or wired securely elsewhere. The Contractor shall furnish four copies of a list of all nameplates and their location.

32.0 GREASE FITTINGS AND LUBRICATION

The Contractor shall ensure that all grease fittings on each piece of equipment furnished under the Contract are standardized so that only the "Alemite" button-head type of fitting is utilized, except as otherwise specified or required. Fittings shall be standard or giant size according to the type of service performed.

The Contractor shall furnish and use, for each piece of equipment, the type of lubricant recommended by the manufacturer of the equipment. He shall furnish a schedule, in triplicate, listing the type, frequency of application, and manufacturer of the lubricant recommended for each piece of equipment. At the time of turning the installation over to the Owner, the Contractor shall furnish one year's supply of each type of lubricant in unopened containers.

33.0 SPARE PARTS, SERVICING TOOLS, MANUALS AND PARTS LISTS

Each piece of equipment shall be furnished with a dozen lot assortment of keys, bolts, nuts, lock washers and pins, in tagged sacks. Each piece of equipment having shear pins shall be furnished with two dozen shear pins of each size used, in tagged sacks. Each piece of equipment having leather or rubber washers shall be furnished with two extra washers of each size and material required.

The Contractor shall furnish, with each piece of equipment, the complete set of tools including three sets of spare bulbs and fuses normally furnished by the manufacturer for the servicing of the equipment.

Each major piece of equipment shall be furnished with the spare parts listed in the

specifications for the equipment or, if no such list is provided, with the standard set of spare parts recommended by the manufacturer of the equipment. The recommended list of spare parts shall be submitted to the Engineer prior to the delivery of the equipment.

All spare parts shall be plainly tagged and marked for identification and ordering. They shall be treated with suitable preservatives, wrapped and packaged to provide adequate protection during storage.

The Contractor shall furnish and deliver to the Engineer, prior to the installation of any piece of equipment, three complete neatly bound sets of instruction books or trade literature for such equipment to enable the operator to understand the mechanism and its maintenance. Automatic control diagrams and complete numbered parts lists shall be supplied with the instruction books. The books shall contain clear and concise instruction for operation, adjustment, lubrication (including a lubrication chart) and maintenance of the equipment.

The Contractor shall furnish three sets of parts drawings of all equipment, including minor parts and sub-assemblies, in such detail as will permit disassembly and assembly of the equipment.

The list of all parts for the equipment, shall have the part or catalog number, name of actual manufacturer as well as supplier and other data necessary for ordering replacement parts. Part or catalog number shall be listed according to both supplier and actual manufacturer.

Such instructions and parts lists have been prepared for the specific equipment furnished and shall not refer to other sizes and types or models of similar equipment.

34.0 NOTICES TO CONTRACTOR

The residence or place of business given in the bid or proposal upon which this Contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed to, or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above named place or deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office Department shall be deemed sufficient service thereof upon the Contractor, and the date of mailing shall be the date of service. The place name may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

35.0 RESPONSIBILITY OF CONTRACTOR

The Contractor shall take all responsibility of the work, shall bear all losses resulting to him on account of the amount or character of work, or from any unforeseen obstructions, encumbrances, or difficulties which may be encountered, or from the breaking of or leakage from any pipe, water mains or sewers, or because the nature of the land in or on which the work is done is different from what is assumed, or on account of the weather, floods or other causes, or from delayed deliveries of equipment required for any related or adjoining contract, or from damage or injury from any cause to property or persons used or employed on or in connection with the work; and he shall assume the defense of and

indemnify and save harmless the Owner and its officers, and agents, from all claims of any kind arising from the performance of this Contract, except claims for injuries to or death of employees of the Owner, not due to negligence of the Contractor or of any subcontractor performing any portion of the work included in this Contract.

36.0 SUPERINTENDENCE BY CONTRACTOR

The Contractor shall employ at the site of the work during the performance of any part thereof, a competent foreman or superintendent who shall be satisfactory to the Engineer and who shall have full authority to act for the Contractor, and all directions given such foreman or superintendent shall be as binding as if given to the Contractor.

37.0 COMPETENT MEN TO BE EMPLOYED

The Contractor shall employ only competent, skillful men to do the work, and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, the Contractor shall take whatever approved measures that may be deemed necessary to satisfy the Engineer.

38.0 CONCURRENT CONTRACTS AND OTHER CONTRACTORS

The right is reserved by the Owner to do work using other contractors and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Project, and the Contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with such other work, as the Engineer may direct.

It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the Owner on account of any work performed by other contractors, that in any way affects the work under this Contract. The Engineer shall decide all questions between the Contractor hereunder, and the other contractors, and the order of carrying on the work shall always be subject to his direction and approval.

When the territory of one contract is the necessary or convenient means of access for the transportation of men, materials, equipment or appliances for the execution of work by others, the privilege of access thereon or trespass thereon or any other reasonable privilege may be granted by the Engineer. Employees of the Contractor shall not enter upon adjoining property to underpin or protect adjoining structures or for any other purpose whatsoever except with the written permission of the owners or lessees as provided by law.

If, in the judgment of the Engineer, the joint occupation of the site of the work by the Owner or by two or more contractors working on different contracts at the same time, actually impedes progress in the work herein described, then upon the recommendation of the Engineer, the Owner may extend the time for the completion of the work in the amount which accords with and compensates for the delays so caused.

In case the Contractor, by his own acts or the acts of any person or persons in his employ, shall unnecessarily delay, in the opinion of the Engineer, the work of the Owner or other contractors, by not properly cooperating with them or by not affording them sufficient

opportunity or facility to perform work as may be specified, the Contractor shall, in that case, pay all cost and expenses incurred by such parties due to any such delays and he hereby authorizes the Owner to deduct the amount of such cost and expenses from any moneys due or to become due the Contractor under this Contract. The Engineer, subject to the approval of the Owner, shall decide the extent of such delay or delays, and the amount of such costs and expenses, and his decisions shall be binding upon all parties concerned. Nothing contained in this paragraph shall, however, relieve said Contractor from any liability or damage resulting to the Owner on account of such delay or delays.

Where the work of the Contractor adjoins other adjacent concurrent contracts, the Contractor doing the latest work is responsible for making all final connections to the work of other adjacent concurrent contracts, as directed by the Engineer.

39.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any other contractor on the work, Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if he will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings and, if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

40.0 SUBCONTRACTS

The Contractor shall, within thirty days after signing of the Contract, notify the Engineer in writing of the names of subcontractors he proposes for principal parts of the work.

The Contractor shall not enter into contract with any subcontractor until he receives the Owner's or Engineer's approval as to the firm's competence, experience, and financial capability. Subcontractors will be required to carry insurance equal to that of the prime contractor, or must be a named insured on all of the Contractors policies.

The Engineer shall, on request, furnish to any subcontractor, wherever practicable, evidence of the amounts certified on his account.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for acts and omissions of persons directly employed by him. He further agrees that he will bind his subcontractors to each and every part of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

41.0 RELATIONSHIP OF CONTRACTOR AND SUBCONTRACTORS

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Contract, the General Conditions, the drawings and specifications, and other Contract Documents as far as applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Engineer.

The Contractor and the subcontractor agree that:

(A) In the matter of arbitration, their rights and obligations and all procedures shall be analogous to those set forth in this Contract.

(B) Nothing in this article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums to any subcontractor.

(C) All Contractors and subcontractors shall cooperate with each other and must conform to the directions of the Engineer, in order that all parts of the work may progress harmoniously and expeditiously.

(D) Each subcontractor must aid the others in as far as his services may be reasonably required. All Contractors will be required to make themselves familiar with the requirements of the drawings and specifications for the entire work.

(E) The Contractor on one branch of the work shall allow the subcontractor for other branches of the work free access to the project and grounds in order that they may execute their work properly and promptly.

(F) All subcontractors shall read the entire General Conditions and specifications and shall be held responsible for all items called for in them whether specifically mentioned under their particular headings or not.

IT IS UNDERSTOOD THAT THE ENGINEER WILL SUPPLY ALL INFORMATION TO CONTRACTORS ONLY AND NOT TO SUBCONTRACTORS. THE CONTRACTOR SHALL NOT ACCEPT THE STATEMENT OF ANY SUBCONTRACTOR THAT THE ENGINEER HAS APPROVED ANY SUBCONTRACTORS, HIS WORK OR ANY OF HIS DRAWINGS, AS THE ENGINEER WILL MAKE ALL SUCH APPROVALS TO THE CONTRACTOR IN WRITING.

42.0 ASSIGNMENTS

The Contractor or his thoroughly qualified and designated representatives shall give his personal attention constantly to the faithful prosecution of the work.

He shall not sell, transfer, assign or otherwise dispose of this Contract or any part thereof to any third party. The Contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence work amounting to not less than forty percent (40%) of the total price bid for the Project. Subject to the above provision and to the consent of the Owner, work may be is understood, however, that any consent of the Owner for the subletting of any of the work under the Contract in no way relieves the Contractor of his full obligations under the Contract. The consent to sublet any part of the work and the acceptance by the Owner of the surety bond shall not be construed to be an approval of the said subcontract or of any of its terms, but shall operate only as an approval of the making of a subcontract between the Contractor and subcontractor. The subcontractor shall look only to the Contractor for the payment of any claims of any nature whatsoever arising out of the said Contract, and said subcontractor agrees, as a condition of the granting by the Owner of the consent to the making of said subcontract, that neither the subcontractor, his agents or employees shall make any claim whatsoever against the Owner for any work performed or thing done by reason of said subcontract. The Owner will not consent to the making of any subcontract unless the proposed subcontractor furnishes a statement to the effect that said subcontractor is acquainted with all the

provisions of the Contract Documents and agrees thereto.

The Contractor shall not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this Contract, unless by and with the written consent of the Owner, and such consent of approval, if given, will in no way relieve the Contractor from any of the obligations of said Contract.

Assignment of this Contract or any part thereof or of any funds to be received thereunder by the Contractor shall contain a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

If the Contractor shall, without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract in whole or in part of his right, title or interest therein, or any of the monies to become due under the Contract from any person, firm, or corporation, the Contract may at the option of the Owner, be revoked and annulled and the Owner thereupon is relieved and discharged from any and all liability and obligations growing out of same to the Contractor and to his assignee or transferee; and no right under this Contract or to any money to become due hereunder, shall be asserted against the Owner in law or in equity by reason of any so-called assignment of this Contract or any part thereof, or any monies to grow due hereunder unless authorized as aforesaid by the written consent of the Owner.

43.0 SAVE OWNER HARMLESS

The Contractor shall, from time to time, as required by the Owner, furnish satisfactory evidence that all persons who have done work or furnished materials under this Contract, or have suffered damage on account of the Contractor's operations, have been fully paid or secured.

The Contractor shall indemnify and save harmless the Owner, its Engineer, officers, agents and servants and each and every one of them against and from all suits, and costs of every kind and description, including court costs and attorney's fees, and from all damages to which the Owner or any of its officers agents or servants may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through any act of omission on the part of the Contractor or his agents, employees or servants, whether or not caused by or contributed to by the Owner, Engineer, their agents, employees, or others; and he shall further indemnify and save harmless the Owner; its officers, agents, and servants from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or finished materials in or about the Project or by, or on account of, any claims or amount recovered from infringement of patent, trade-mark or copyright. The cost thereof shall be included in the prices bid for the various parts of the work. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Owner may be retained by the Owner and held until such bids, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the Owner. It is understood and agreed, however, that the Owner hereby assumes no obligations toward such claimants, nor in any way undertakes to pay such claims out of any funds due or that

may become due the Contractor, or out of its own funds.

44.0 LIABILITY OF CONTRACTOR IS ABSOLUTE

The liability of the Contractor hereunder for all injuries to persons or damages to property is absolute and is not dependent upon any question of negligence on his part or on the part of his agents, servants, or employees, and neither the approval of the Engineer of the methods of doing work nor the failure of the Engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor in case of any injury to persons or damages to property.

45.0 PERMITS

The Owner is responsible for obtaining Federal, State, County and municipal permits for completing the work, and for paying all fees required in connection with such permits.

Pursuant to the State Uniform Construction Code Act, N.J.S.A. 52:27D-126c, the Owner is exempt from the payment of any municipal fees or charges in order to secure construction permits (for the erection or alteration of any public building or part thereof) from the municipality wherein the building may be located. Likewise, the Owner is (under N.J.S.A. 52:27D-126c) exempt from fees imposed by any department or agency of State government in connection with the erection or alteration by the Borough of Wallington of any public building.

The Contractor shall obtain and pay for all blasting permits and other such permits and approvals required for the prosecution of the work under the Contract and required by law or regulation to be obtained by the Contractor. He shall pay all charges and expenses and shall furnish all bonds and insurance stipulated in the permits, and shall indemnify and save harmless the Owner from all claims for damages and any actions that may arise thereunder. Before the final acceptance of the work, and as a prerequisite to the release of the semi-final payment, the Contractor shall secure a written release from the authorities having jurisdiction over the lands occupied by him certifying to the satisfactory restoration of all pavements and other surfaces and the utility structures removed or safeguarded for the work.

46.0 LAWS AND ORDINANCES

The Contractor will be required to comply with all federal, state, county, and municipal laws, ordinances and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, either with respect to hours or labor or otherwise, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the drawings, specifications, or Contract for this work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times himself observe and comply with, all such laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the Owner and his agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether

by himself or his employees.

The Contractor hereby agrees to comply with all said legal requirements and agrees that upon his failure to comply with the provisions thereof, this contract may be voidable at the option of the Owner.

47.0 STATE LABOR STANDARDS

The Contractor shall comply with all requirements of the labor laws of this State applicable to contracts for construction, alteration or repair of any public work.

In the event that any of the provisions contained herein or any other labor standards subsequently made applicable by passage of State Law during the life of this Contract differ from Federal Labor Standards in effect now or modified during the life of this Contract, then the more rigorous standards shall take precedence and prevail.

The Contractor and all his subcontractors shall keep accurate records showing the name, craft or trade, and actual hourly rate of work under the Contract and shall preserve said records for two years from date of payment. The records shall be open at all reasonable hours to the inspection of the Owner and the Commissioner of Labor or their duly authorized representatives. One copy of weekly payroll records shall be filed with the Owner as required by law.

In the event it is found that any workman employed by the Contractor or his subcontractors has been paid less than the prevailing wage listed therein for the class of work performed, the Owner may terminate the Contractor's or Subcontractors right to proceed within the work, or such part of the work as to which there has been a failure to pay required wages and to execute the work to completion or otherwise. The Contractor and his surety shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by the Owner of any sum or sums due on account of work performed under the Contract, the Contractor and his subcontractors shall file written statements with the Owner certifying to the amounts then due and owing to any and all workmen for wages earned. The statements shall set forth the names of the persons whose wages are unpaid and the amount due each. The statements shall be verified by the oaths of the Contractor or subcontractor, as the case may be.

The Contract will not be awarded to any contractor who has failed to pay prevailing wages, and no subcontractor will be approved who has failed to pay prevailing wages.

48.0 FEDERAL LABOR STANDARDS

Where federal funds are contributed to the project, and/or federal requirements must be met, the following shall apply:

(A) The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276 (c) and any amendments or modifications thereto. The Contractor and all subcontractors shall furnish the Owner with weekly Statements of Compliance. In case of subcontracts1 the Contractor shall cause appropriate provisions to be inserted on any subcontracts for the work which he may let to insure compliance with said AntiKickback Act by all subcontractors subject thereto, and the Contractor shall be responsible for the submission of all Statements of Compliance

required of subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations and exemptions from the requirements thereof. These Regulations are part of this Contract and are included in these specifications.

(B) The Contractor and all subcontractors shall pay to all laborers and mechanics employed for the construction covered by this Contract, the minimum rates of pay as determined by the Secretary of Labor in accordance with the Act of March 3, 1931 as amended, known as the Davis-Bacon Act (40 U.S.C. 276 a through 276a-5). The Wage Rate Schedule as prepared by the Secretary of Labor and the Labor Standards are part of this Contract and are included in these Contract Documents

(1) Minimum Wages.

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is appended hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of (1) (iv) hereof. Also for the purpose of this clause, regular contributions made or cost incurred for more than a weekly period, are deemed to be constructively made or incurred during such weekly period.

b. The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary of Labor for final determination.

c. The contracting officer shall require whenever the minimum wage rate prescribed and appended to the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash

equivalent of such a fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

d. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborers or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Payrolls and Basic Records.

a. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contribution or costs anticipated of the types described in section 1 (b) (2) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

b. The Contractor will submit weekly a copy of all payrolls prepared on U.S. Department of Labor Form No. SQL 184 to the applicant, sponsor, or Owner, as the case may be. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a 'Weekly Statement of Compliance" which is required under the Contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll or a copy of any findings by the Secretary of Labor pursuant to 1) (iv) hereof shall satisfy this requirement. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(3) Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the Contract work.

(4) Compliance with Copeland Regulations (29CFR Part 3. The Contractor shall comply with the Copeland Regulations (29CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(5) Subcontracts. The Contractor will insert in any subcontracts clauses (1) through (4) and (6) hereof and such other clauses as the Federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(6) Contract Termination; Debarment. A breach of clauses (1) through (S) may be grounds for termination of the Contract, and for debarment as provided in Regulations of the Secretary of Labor at 29 CFR 5.6.

(7) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.

(8) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (7), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (7), in the sum of $10 for each calendar day on

which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (7).

(9) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (7) and (8) hereof and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made. As mentioned in these articles, attached are copies of latest State and Federal Minimum Wage Rates.

49.0 FEDERAL NONDISCRIMINATION PROVISIONS.

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

(A) The Contractor will not discriminate against any employee or for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this clause.

(B) The Contractor 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 race, creed, color, or national origin, or sex.

(C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Contractor's noncompliance with the clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order No. 11375 of October 17, 1967, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

(G) The Contractor will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

50.0 SOCIAL SECURITY ACT

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this Contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the Owner from any such contributions or taxes or liability therefor.

51.0 SAFETY PROVISIONS

It is understood that the Contractor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He Will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property, or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and the progress of the work, all necessary safeguards for safety and protection and in addition he will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.

If at any time, in the opinion of the Engineer, the work is not properly safe in respect to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply with such orders. If, under such

circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be immediately notified of the insufficiency of safety precautions, then the Engineer may cause the work to be put into such a condition that it shall be, in his opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Engineer. Such actions of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this section.

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 (PL9I-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), or subsequent amendments to such regulations.

This project is subject to all of the Safety and Health Regulations (See 29 CFR 1518) as promulgated by the U.S. Department of Labor on April 17, 1971. Contractors are urged to make themselves familiar with the requirements of these regulations.

The Contractor shall comply with the Owner's Confined Space Entry Program, and no personnel will be permitted to participate in any work or interact with the Contractor if the Contractor does not have the appropriate equipment in compliance with said program.

The Contractor shall keep in his office, ready for immediate use, all articles necessary for giving "First Aid to the Injured." He shall also have standing arrangements for the immediate removal and hospital treatment of any employees or persons who may be injured on or about the work.

52.0 LAND FOR CONTRACTOR'S USE

Land and easements for the purpose of this Contract will be provided by the Owner. If the Contractor desires the temporary use, during construction, of land or lands to which the Owner has no rights, he shall secure written permission from the owners and shall file a duplicate copy of such permission with the Engineer and Owner. Land shall not be used or occupied by the Contractor prior to the securing of permission. The Contractor shall at all times, save harmless the Owner, from actions by third parties by reason of any acts or omissions by the Contractor.

Delays in easement acquisition shall act only to extend the contract period, as reviewed in other sections of the contract documents. No guarantees are given herein that all needed lands will be available at the time of contract award. Should it be required as a part of this Contract to perform work within the limits of private property, or in rights-of-way, such work shall be done in conformity with all permits and agreements between the Owner and the owners of such property, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials and the restoration of said private property to the same general conditions as at the time of entry for work to be performed under this Contract.

53.0 USE OF PREMISES

The Contractor shall confine his materials and their storage and the operation of his workmen to limits indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with such materials, but shall store them in orderly fashion, so that they will not interfere with the work under this or other contracts. The Contractor shall not load or permit any part of the work to be loaded with a weight that will endanger its safety or unduly affect the structure or any part thereof. The Contractor shall enforce the instructions of the Engineer regarding signs advertisements, fires, and smoking.

54.0 PROTECTION OF PREMISES

The Contractor shall properly protect the Owner's and adjoining property from injury or damage. Any damage to same must be made good without delay. The Contractor shall make good, at his own expense, any such injury or damage done and shall leave all in as good condition as found when operations were started.

55.0 SANITARY FACILITIES

The Contractor shall provide and maintain in a strictly sanitary manner toilet facilities for his workmen, which shall be screened from public view. The location and the method of waste disposal shall be approved. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory sanitary conditions around and on all parts of the work.

56.0 TEMPORARY WATER

The Contractor shall provide and maintain temporary potable water service connections and fixtures as specified for his own use and the use of other contractors doing work at the site. Said connections shall be made to a water main to be installed by the Contractor. The cost of temporary water meters, if required, and service charges for all water will be paid by the Contractor.

When work is completed, the Contractor shall remove all temporary water connections and fixtures as required.

The Contractor shall furnish at his own expense all water required during the performance of work under the Contract, including testing, paying for the expense and charges of same, and installing and paying for a meter if it is required.

57.0 TEMPORARY LIGHT, POWER, AND TELEPHONE

The Contractor shall be responsible for the furnishing of temporary light and power.

The Contractor, at his own expense, shall arrange with the local telephone company for all telephone service required by him in the performance of the work.

58.0 TEMPORARY HEATING

Each Contractor, at his own expense, shall provide, install, and maintain approved heating devices as required for supplying temporary heat of sufficient volume to protect the work under his Contract and to assure suitable working conditions for his workmen. Such

devices shall be installed and operated in such manner that no hazards will result and that no damage will be done to any part of his work or the work of other Contractors.

59.0 CARE AND PROTECTION OF WORK AND MATERIALS

From the commencement of the work until its completion, the Contractor shall be solely responsible for damages caused to the property of the Owner, for the care and protection of the work covered by the Contract, and for the materials and equipment delivered at the site or incorporated in the work.

All excavated materials, construction equipment, and materials and equipment to be incorporated in the work, shall be so placed as not to injure the work and so that free access may be had at any time to all parts of the work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to inconvenience as little as possible public travel and adjoining tenants.

All loss, injury, or damage to the work or materials, from whatever cause, shall be made good at the expense of the Contractor.

The Contractor shall provide suitable and adequate storage room for materials and equipment during the progress of the work, including approved weathertight storage for all materials and equipment which might deteriorate if left uncovered. He shall provide protection against damage or deterioration for all equipment during storage, and after installation, until the equipment is put to use by the Owner.

During adverse weather, the Contractor shall take all necessary precautions so that the work may be properly done and be satisfactory in all respect& When required, protection shall be provided by use of tarpaulins, wooded building shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and proper curing, aging and drying will result. Protected spaces shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected.

The Engineer may suspend construction operations at any time, when in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be in any season.

The Contractor shall at all times have, as directed or approved, a sufficient number of watchmen to protect the property of the Owner, to exclude unauthorized persons from the work and to protect traffic on the public highways.

60.0 OWNERSHIP OF MATERIALS

Nothing in the Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the work or the soil, nor in materials which have been accepted for partial payment at the site of the work, as provided hereinafter, but all such materials shall upon being so attached or affixed, or so accepted, become the property of the Owner.

61.0 CHATTEL MORTGAGES

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor 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 clear title to all materials and supplies used by him in the work.

62.0 LINES AND GRADES

All work shall be constructed according to the lines and grades shown and approved. At the site, the Engineer will lay out and mark upon the ground a base line and bench mark, from which the Contractor shall be responsible for staking out the construction lines. For sewers, the Engineer will lay out and mark suitable number of control points and bench marks, averaging about one every 500 feet. The Contractor shall employ the services of a land surveyor, licensed to practice in this state, for laying out the work, including setting of key or principal stakes, markers and levels, and preparation of cut sheets, if required, on a form approved by the Engineer.

The Contractor must base his layout on at least two field control points.

Whenever the Contractor detects an error in the field controls during pipe installation, the Contractor shall immediately notify the Owner and the Owner's Engineer of such error with sufficient documentation. The Contractor shall be held responsible for all corrective measures and associated costs for failure to notify the Owner of such error.

The Contractor shall furnish all stakes, markers, and other materials, and shall furnish any assistance that the Engineer may require in laying out the base lines and establishing the bench marks, and in checking and measuring the work. Whenever the Engineer finds it necessary to carry on his operations on Sundays, legal holidays, or other times when the work of the Contractor is not in progress, the Contractor shall furnish all necessary service and assistance. He shall not proceed until he has received from the Engineer such points and instructions as may be necessary for the progress of the work. Any work improperly done without lines or levels or instructions shall be removed and replaced by the Contractor at his own expense.

No direct payment will be made for the cost to the Contractor of any of the work or delay occasioned by giving lines and grades, or making other necessary measurements, or by inspection, compensation therefor being considered as having been included in the bid or stipulated prices.

63.0 PRE-CONSTRUCTION AND CONSTRUCTION PHOTOGRAPHS

The Contractor shall furnish a series of photographs, taken by a commercial photographer, to show the site of the work before construction. Photographs shall be taken at such locations as may be determined by the Engineer, or at a spacing of approximately 50 feet apart in streets and 100 feet in easements. Two glossy prints of each picture shall be submitted to the Engineer before construction.

The Contractor shall also furnish a series of construction photographs, to show the progress of the work. At least 6 photographs shall be taken monthly at such locations as may be determined by the Engineer. Two glossy prints of each picture taken during the month shall be submitted to the Engineer at the time of the monthly estimate for progress payment.

Prints for submission shall not be less than 8 in. by 10 in. in size, mounted on cloth with a flap for binding, properly identified by text and dates on the reverse side. Negatives of all photographs, including identifications shall be furnished to the Engineer.

64.0 RECORD DRAWINGS

Concurrent with progress of installation, the Contractor shall maintain a set of field notes, consisting of a marked set of Engineer's drawings with additional sketches as required, denoting and dimensioning accurately all changes in elevation, location and size, of all items deviating from Engineer's drawings. The set shall be kept in the Contractor's field office and be made available for inspection by the Engineer upon request.

Upon completion of work, the Contractor shall provide the field notes, and the Owner will prepare the as-built record drawings.

65.0 TIME OF THE ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and to comply with the amended final judgment, and inasmuch as failure to complete the work within the period specified may result in a loss to the Owner, including penalties imposed by the courts for failure to meet deadlines, such provisions are of the essence of this Contract.

66.0 NIGHT, SUNDAY AND HOLIDAY WORK

Unless otherwise especially permitted by the Engineer, no work shall be done between the hours of 6:00PM and 7:00AM, nor on Sunday or Legal Holidays, except in emergencies, or as necessary for the proper care and protection of the work already performed. The Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work will be permitted at night as can be done satisfactorily and in a first class manner and without disturbance to adjoining property owners. Good lighting and all other facilities for carrying out and inspecting the work shall be provided by the Contractor, and maintained at all points where such work is being done. Work performed after regular working hours, on Sundays, or Legal Holidays, shall cause no additional expense to the Owner.

In order to limit noise impacts in the vicinity of sensitive receptors, construction operations and activities shall be limited as follows. Time limits are Monday through Friday between the hours of 7:00 AM and 6:00 PM unless variances to these times are granted in times of emergency. No driving, pulling, or other operations entailing the use of vibratory hammers or compactors shall be permitted, other than between the hours of 8:00 AM and 5:00 PM. The number of machines in operation at a given time shall be limited to the minimum practicable. All engine generators or pumps must have mufflers and be enclosed within a temporary structure.

67.0 WORK IN FREEZING WEATHER

Unless written permission is given, work liable to be affected by frost shall be suspended

during freezing weather. When work proceeds in such weather, the Contractor shall provide sufficient and approved facilities for creating workable conditions and protecting the work after its completion, as approved by the Engineer.

68.0 UNNECESSARY NOISE

The Contractor shall use every effort and means possible to minimize or eliminate noise caused by his operations, which the Engineer may consider objectionable. The Contractor shall provide working machinery, equipped with silencers or mufflers where necessary or required by the Engineer, designed to operate with the least possible noise.

69.0 WORK IN STREETS AND HIGHWAYS

The Contractor shall obtain from the proper authorities, permission to open any State, County or Municipal highway. The Contractor shall file with the Engineer, and with the agencies having jurisdiction, triplicate copies of sketches and descriptions showing the exact location and size of the opening or excavation, the time during which it is proposed to make such opening or excavation, and the proposed method of maintaining traffic during construction. The Contractor shall not make any such opening or excavation until written permission has been granted by the agencies having jurisdiction and the Engineer. If such agencies require inspection, traffic control, signaling or other work to be done by its own forces, the Contractor shall arrange for and pay for the same.

The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefor from the proper agencies. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer.

After the completion of backfilling in public highways, the Contractor shall remove all surplus material, regrade, and leave in good order and dust-free condition all roadways disturbed by his operations.

He shall maintain the surface of the street over the trenches in good condition, promptly filling in all depressions caused by settlement of the backfill.

70.0 MAINTAINING AND SAFEGUARDING TRAFFIC

The Contractor as directed, shall build and maintain such temporary roads, passageways, trestles, and bridges as shall be deemed necessary for the accommodation of traffic on streets and roadways interfered with by the Contractor's operations, for convenient access to the various parts of the work, for access to adjacent buildings and properties, and for other necessary purposes incidental to the work. He shall erect such temporary guards, fences, warning signs, lights, and signals as may be necessary or required to protect all traffic on the streets and roadways. He shall not obstruct vehicular traffic unless he has permission from the agencies having jurisdiction to bar temporarily all traffic from the site of the work. He shall not deprive any building or property of safe and proper access except with the consent of the occupant and after due notice to the Engineer. Free access must be given to every fire alarm box, fire hydrant, valve box, or valve chamber. The temporary roads and the Contractor's access roads shall be located where directed or approved and shall be maintained in good condition. Calcium chloride or other approved means, shall be used to maintain the roads in a dust-free condition. The Contractor shall indemnify and

save harmless the Owner from any expense whatsoever due to his operations in streets and highways.

71.0 ARCHEOLOGICAL EVALUATION

When so instructed by the Engineer, access must be provided for evaluation of underground conditions by the Owner's selected archeologist.

72.0 HAULING MATERIALS

Before starting any work, the Contractor shall arrange with the municipal, County, or State officials having jurisdiction for the use of routes of travel for hauling materials that will result in minimum inconvenience to the traveling public. Routes of travel so scheduled shall be adhered to throughout the course of the work.

The Contractor shall, at his own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the work as required. Delays in handling involving storage charges and demurrage charges by the railroad and other companies shall be at the expense of the Contractor.

73.0 OBSTRUCTIONS ENCOUNTERED

In addition to showing structures to be built under this Contract, the drawings show certain information regarding the pipe lines and other structures which exist at the site of the work, both at and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the drawings with regard to existing structures and pipe lines, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and pipe lines being shown only for the convenience of the Contractor, who must verify the information to his own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of his obligation to support and protect all pipe lines and other structures which may be encountered during the construction of the work, and to make good all damages done to such pipe lines and structures, as provided in these specifications.

74.0 EXISTING UTILITIES

The Contractor will be required, at his own expense to do everything necessary to protect, support and sustain all sewers, water or gas pipes, railroad tracks, or telegraph poles, conduits and other fixtures laid across or along the site of the work. The Engineer, as well as the company or corporation owning said pipes, poles, or conduits must be notified of same by the Contractor before any such fixtures are removed or molested. In case any of the said sewer, gas or water pipes, service pipes, electric lights, power, telephone or telegraph poles, conduits or other fixtures are damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be deducted from the moneys which are due or become due said Contractor under this Contract.

Should it become necessary to change the position, or temporarily remove any electric conduits, water pipes, gas pipes, or other pipes, or wire, in order to permit the Contractor to use a particular method of construction or in order to clear the structure being built, the

Contractor shall notify the Engineer of the location and circumstances, and shall cease work if necessary, until satisfactory arrangements have been made by the owners of the said pipes or wires to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of the changes or temporary removal must be included in the unit or lump sum prices stipulated for the various items of work to be done under this Contract.

75.0 CONTINUITY OF UTILITY SERVICES

In all cases where temporary pipes must be installed or where sewage, water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the work, the Contractor shall furnish such pipes, pumps, and all other materials, equipment, and labor as are required to maintain continuity of service in the utilities affected.

76.0 PROTECTING EXISTING STRUCTURES

The Contractor shall, at his own expense, shore up and protect any buildings or structures which may be encountered or endangered in the prosecution of the work, and he shall repair and make good any damages caused to any such property by reason of his operations.

77.0 PROTECTING EXISTING TREES AND SHRUBBERY

The Contractor shall protect trees, shrubs, and grassed areas on the lands of the Owner, and on adjacent lands, from being cut, trimmed, or injured, unless specifically ordered otherwise, for clearing the site of the work. Any damage to trees, shrubs, or grassed areas shall be made good by the Contractor, at his own expense, to the satisfaction of the owners thereof.

Tree roots shall not be mutilated nor shall they be cut except by permission of the Engineer. When the Contractor is permitted to cut tree roots, he shall cut the ends off smoothly, without splitting or shattering them. The trunks of the trees shall be carefully protected from damage, and if unavoidable damage occurs, the injured portions shall be neatly trimmed and covered with an application of grafting wax. Excavating machinery, cranes, etc., shall be handled with care to prevent damage to shade trees, particularly to overhanging branches, and branches shall not be cut off except by special permission of the Engineer. No special compensation will be made for the protecting of existing trees and shrubbery, but such cost shall be considered as having been included in the lump sum prices or unit prices as stipulated for the work to be done under the Contract.

78.0 MONUMENTS AND LANDMARKS

When any bench mark or monument, whether of stone, concrete, pipe, or a mark on the pavement, designating the lines of the streets or highways or of private property, is in the line of any trench or other construction work and may have to be removed, the Contractor shall notify the Engineer in writing at least 24 hours in advance. Under no circumstance shall such monument be removed or disturbed by the Contractor or by any of his men without a written order from the Engineer. The Contractor shall furnish the necessary labor which may be required in resetting any monument, under the direct supervision of the Engineer. Should any monument be destroyed through accident or neglect, the Contractor

shall be required, at his own expense to employ a licensed surveyor acceptable to the Engineer, to re-establish the monument.

79.0 SEWAGE, SURFACE AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows which may be encountered at any time during construction of the work, including bypassing of sewage around the work area if required. The manner of providing for these flows shall meet with the approval of the Engineer, and the entire cost of said work shall be considered as included in the prices bid for work to be done under this Contract.

80.0 SUSPENSION OF WORK

If the Engineer deems it advisable he may order the Contractor in writing to stop work on all or any part of the Contract, and the Contractor shall do no work when so ordered until he has received written notice from the Engineer to resume work. When work is suspended as above provided, payments for the completed parts of suspended work will be made as provided hereinafter and a suitable extension of time for completing the work will be granted. No payment will be made for work done by the Contractor when done in violation of said order by the Engineer.

81.0 ABANDONMENT OF WORK

Should the Contractor abandon or in any manner fail to complete the work under this Contract, the Owner is hereby authorized and empowered to pay any laborers or mechanics for work done who may have been employed by said Contractor upon the work herein, and to pay any claims against the Contractor for materials furnished, out of any funds that would otherwise be due or become due said Contractor under this Contract, and in every such case the Owner is hereby authorized and empowered to ascertain through the Engineer, the amount or amounts due or owing to such labor or laborers, or for materials, from said Contractor, in such manner and upon such proof as said Owner may deem sufficient. And the amount or amounts so found by the Engineer to be due and payable to such labor or laborers, or for materials furnished, shall be final and conclusive against the Contractor, and may thereafter be paid by the Owner to said labor or laborers, or to liquidate claims for material furnished; and any payment may be withheld from said Contractor until all such claims for labor or material on the Contract have been satisfied.

82.0 DEFAULT OF CONTRACTOR

The Owner has the right to declare the Contractor in default:

(A) If the Contractor shall fail, within the time required, to begin the work to be done under this Contract, or

(B) If the work to be done under this Contract shall be abandoned, or

(C) If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

(D) If 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 dismissed within 20 days after such appointment, or the proceeding in connection therewith shall not be stayed on appeal within the said 20 days, or,

(E) If the Contractor shall fail to or refuse to regard laws and ordinances, and such orders as may from time to time be given by the Owner or the Engineer with respect to the work, or

(F) If the Contractor shall refuse or fail, after notice from the Engineer, to supply enough properly skilled workmen or proper materials, or

(G) If the Contractor shall violate any of the provisions or covenants of this Contract or shall not perform the same in good faith in accordance with the terms thereof, or

(H) If the Contractor shall refuse or fail to execute the work or any part thereof with such diligence as will insure its completion within the period specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

(I) If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

(J) If the Contractor shall assign or sublet the work otherwise than as specified, or

(K) If the Engineer should be of the opinion and shall certify in writing to the Owner that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with his orders, or is not executing the Contract in good faith, or that suitable and sufficient workmen, material, plant, power tools, supplies, or other means of carrying on the work are not provided to carry out all requirements of the Contract.

83.0 UNFINISHED WORK COMPLETED BY THE OWNER

Upon a declaration of default of the Contractor as hereinbefore provided, the Owner shall, by written notice, order the Contractor not to begin, or not to resume, or to discontinue all work under this Contract or any part of such work, and thereupon the Contractor shall not begin, or shall not resume, or shall discontinue all work or such part thereof, and the Owner shall thereupon have the power, in the manner prescribed by law, to contract for the completion of the work or such part thereof, or to place such and so many persons as they may deem advisable by contract, or call on Surety to complete the work or otherwise to work at and to complete the work or part thereof, or so much of the work or part thereof, as the Owner may direct or may place under contract, and take possession of and use any or all plant, tools, appliances, equipment, supplies, property, and materials as they may find upon the site of the work, and procure or cause to be procured, by contract or otherwise, all plant, tools, appliances, equipment, supplies, property, and materials for the completion of the same, and charge the whole expense of the completion of the work, or part thereof, to the Contractor or his Surety.

The expense so charged, and also liquidated damages for delay in the completion of the work, if any, as provided, shall be deducted and paid by the Owner out of such moneys as may be then due or may at any time thereafter become due under and by virtue of this

Contract or any part thereof. In case such expense and liquidated damages, if any, shall exceed the sum which would have been payable under this Contract, if the same had been completed by the Contractor, he shall and will pay the amount of such excess to the Owner; and in case such expense and liquidated damages, if any, shall be less than the sum which would be payable to the contractor, if the Contractor had completed the contract, he shall be entitled to the difference, subject to all the other terms, covenants and conditions of this Contract.

84.0 CERTIFICATE OF COST OF WORK COMPLETED BY OWNER

In the event of the Owner's undertaking, by contract or otherwise, to perform the work or any part thereof as hereinbefore described, the certificate of the Engineer, as to the amount of work done, the cost and amount of excess cost, if any, of performing or completing the work called for by this Contract, and as to the amount of liquidated damages hereunder, shall be binding and conclusive upon the Contractor, his Sureties, successors, assigns, lienors and to all claimants of any part of the moneys payable hereunder.

85.0 CONTINUATION OF WORK BY CONTRACTOR

When any particular part of this work is being carried on by the Owner, by contract or otherwise, under the provisions of this Contract, the Contractor agrees to continue the remainder of the work in conformity with the terms of this Contract and in such manner as not to hinder or interfere with the persons or workmen employed by the Owner.

86.0 THE OWNER'S RIGHT TO DO WORK AND THREE DAY CLAUSE

If the Contractor or his subcontractors should neglect to execute the work properly or fail to perform any provisions of the Contract, the Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

87.0 ESTIMATE OF QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the Contract Documents including the Proposal, they are given for use in comparing bids and the right is especially reserved, except as herein otherwise provided, to increase them or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated under this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause to the Contractor for claims or liability for damages.

88.0 PRICES NOT CHANGED BY CHANGE OF QUANTITIES

An increase or decrease in the quantities listed in the Proposal for any item shall not be regarded as sufficient grounds for an increase or decrease in the price of that item, nor in

the time allowed for the completion of the work except as provided in the Contract. ***The Owner reserves the right to delete portions of the work, or to add to the work, as he deems necessary, and such changes shall be based upon the unit prices bid or upon reasonable prices established by the Engineer.***

89.0 EXTRA WORK AND CHANGES IN THE WORK

Without invalidating the Contract, the Owner may order extra work or order changes by altering, adding to, or deducting from the work, the Contract price being adjusted accordingly, and the consent of Surety being first obtained where necessary or desirable. Such ordered work shall be executed under the conditions of the Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No extra work or changes in the work covered by the Contract Documents shall be done or made by the Contractor without the written approval by the Owner or the Engineer, acting officially for the Owner, and not until the price for doing or making such is agreed upon in writing.

Changes or credits for the work so ordered and approved shall be determined by one or more, or a combination of three methods, as approved by the Owner as follows:

(A) By such applicable unit prices, if any, as are set forth in the Contract; or

(B) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; or

(C) If no such unit prices are set forth and if the parties cannot agree upon prices or a lump sum, then, for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include:

(1) Labor, including foreman;

(2) Materials entering permanently into the work;

(3) The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed work;

(4) Power and consumable supplies for the operation of power equipment during the above time;

(5) Insurance;

(6) Social Security and old age and unemployment contributions:

(7) Plus up to a 10% overhead factor for identifiable direct job costs (excluding subcontracting);

(8) Plus up to a 5% profit factor applied to identifiable costs plus overhead.

(9) Plus up to 2% additional bond cost factor applied to identifiable cost plus overhead and profit.

If all or part of the extra work is done by a subcontractor, subcontractor's overhead in the amount of 10 percent may be added to cost of labor and materials, if methods (b) or (c) above are used.

All Change Order estimates for work to be performed by the Contractor shall be submitted

by the Contractor in the following format (non-compliant Change Order estimates will be returned for correction):

(A)	Materials (itemized separately according to quantities, prices, vendor invoices, etc.)	$_____
(B)	Rent of Equipment (listed separately)	$_____
(C)	Labor (itemized separately)	$_____
(D)	Sub-Total (A + B + C)	$_____
(E)	10% (max) of (D) above for Contractor's overhead	$_____
(F)	Sub-Total (D + E)	$_____
(G)	5% (max) of (F) above for Contractor's profit	$_____
(H)	Sub-Total (F + G)	$_____
(I)	2% (max) of (H) above for additional bond cost	$_____
(J)	**TOTAL**	$_____

The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to such extra work and he agrees that he shall have no claim for compensation for such work unless a statement in writing of the actual cost of the same, fully itemized as to labor, materials, and other allowable costs is presented to the Engineer before the fifteenth day of the month following that during which each specific order was complied with by him.

It is understood and agreed by the Contractor that the Owner reserves the right to have such extra work done by any persons, person, or corporation other than the Contractor, unless an agreement upon the prices to be paid for such extra work can be promptly reached between the Owner and the Contractor. Should said extra work be done by any person, persons, or corporation other than the Contractor, all of the provisions as hereinbefore provided shall apply and the Contractor agrees to make no claim for damages or for any privileges or rights, other than that provided in the Contract, by reason of such work by others, except for an extension of time to perform this Contract as may be certified to the Owner by the Engineer, and approved by the Owner.

Should the Contractor consider himself entitled to extra compensation on account of the before mentioned alterations or changes, he shall notify the Owner by making his claim in writing to the Engineer before proceeding with the work in question. Should the Contractor proceed with the said work in compliance with the written order of the Engineer, it is to be construed as his acceptance of the order and the stipulated compensation for the said work.

90.0 CLAIMS FOR EXTRA WORK

If the Contractor claims that any instructions issued by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within 48 hours after the receipt of such instruction, and in any event before proceeding to execute the work; except in emergency endangering life or property, the procedure shall then be as provided for in the preceding section. No such claim shall be valid unless so made.

91.0 SUPPLEMENTARY CONTRACT

Where conditions require an unforeseen and major change in the work after the Contract has been signed, the Contractor will undertake to enter into a Supplementary Contract at agreed prices, to cover the cost of said changed work, and shall, if requested, waive any right to do such work as extra work.

92.0 CONTRACTOR'S CLAIM FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Owner or its agents, he shall, within seven (7) days after sustaining of such damage, make a written claim and statement to the Engineer of the nature of damage sustained. On or before the fifteenth day of the month sustained, the Contractor shall file with the Engineer an itemized statement of the details and the amount of such damage alleged to have been sustained and unless such statement is made as thus required, his claim for compensation will not be considered by the Owner, and shall be deemed to have been waived by the Contractor.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by the representatives of the Owner, all his books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract, and submit himself and persons in his employ for examination under oath by any person designated by the Owner to investigate claims made against the Owner. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination, and the Contractor and his employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this Contract, except for the sums certified by the Owner to be due under the provisions of this Contract.

93.0 EXTENSION OF TIME FOR COMPLETING THE WORK

If the Contractor is delayed in completion of the work under the Contract by any act or neglect of the Owner or of any other Contract employed by the Owner, or by changes in the work, or by any priority or allocation order duly issued by the Federal government, or by any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather, or by delays of subcontractors or suppliers occasioned by and of the causes described above, or by delay authorized by the Engineer for any cause which the Engineer shall deem justifiable, then:

For each day of delay in the completion of the work so caused, the Contractor shall be allowed one day additional to the time limitation specified in the Contract, it being understood and agreed that the allowance of same shall be solely at the discretion and approval of the Owner.

No such extension of time shall be made for any *delay* unless the Contractor, within 5 days after the beginning of the delay, shall have informed the Owner in writing of the nature of the delay, its cause, and its estimated duration. The Owner will ascertain the facts regarding

the delay and notify the Contractor within a reasonable time of its decision in the matter.

The Contractor shall use all honorable and reasonable means to prevent strikes, to avoid violations of labor agreements or other actions calculated to create dissatisfaction with working conditions. Should strikes occur, he shall make all proper and reasonable efforts to effect early settlement and resumption of the work. Should collusion by the Contractor be proven in the case of strikes or lockouts, then no extension of time for completion of the Contract will be given. Burden of proof in this case shall rest entirely with the Contractor.

No claim for damages or any claim other than for extensions of time as herein provided shall be made or asserted against the Owner by reason of any delays caused by the reasons hereinabove mentioned.

94.0 LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done there under are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on or before a date to be specified in the Owner's written notice to commence the work.

The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of all work described in the Contract Documents is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail, or refuse to complete the work within the time specified in the Contract, or within such further time as may be properly granted by the Owner in accordance with the provisions of this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall exceed the time stipulated in the Proposal for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the work on time, such as loss of revenue from service charges, additional costs of interest charges, delays caused to other work by failure to perform this Contract, fines by the State Department of Environmental Protection for failure to meet Permit deadlines, and other damages, some of which are indefinite and not susceptible of easy proof, and said amount is agreed to be the amount of damage which the Owner will sustain and said amount shall be recovered by the Owner by deducting the same out of any monies due or that may become due the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or his Surety shall pay the amount of the difference.

As specified under "Inspection", the costs of engineering and inspection performed during overtime hours, or after the specified date of completion (regardless of the granting of extensions of time), shall be deducted from funds owed to the Contractor, as damages

sustained by the Owner caused solely by actions of the Contractor.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever in order to complete the public improvement on a timely basis, and to comply with deadlines under the amended final judgment; and where under the Contract an extension of time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

It is also understood and agreed that the Contractor will not be charged with liquidated damages when the Owner determines that the Contractor is without fault and that the Contractor's reasons for requesting a time extension are acceptable to the Owner. If an extension of time is approved, said liquidated damages will be charged the Contractor from the end of such extension to the completion of the work. However, whether or not an extension of time is granted by the Owner, the Contractor shall pay to the Owner all costs of engineering field work and inspection from the completion date, as determined from the number of days specified for completing the work, to the date of actual completion.

Inasmuch as the damages and losses of the Owner which will result from a failure by the Contractor to complete the Work within the period herein specified (including any extensions thereof fixed and approved as hereinafter provided) may include interest on monies borrowed for construction, losses from the inability of the Owner to utilize the new Work, and other expenses and damages, and cannot be calculated with any degree of mathematical certainty, the damages of the Owner for delay in the case of such failure or failures on the part of such Contractor shall (in accordance with N.J.S.A. 40A:11-19) be liquidated in the sum of $200.00 per day for Contracts under $100,000.00; $350.00 per day for Contracts between $100,000.00 and $499,999.00; $500.00 per day for Contracts between $500,000.00 and $1,000,000.00; and $1,000.00 per day for Contracts over $1,000,000.00. The liquidated damages shall be over and above any fixed costs (i.e. inspection, legal penalties, etc.) already outlined and determined above. Liquidated damages as determined herein shall be automatically deducted from payments to the Contractor for Work performed.

95.0 PREPARATION OF ESTIMATES FOR MONTHLY PAYMENTS

Preliminary drafts of estimates for partial or monthly payment for work done and materials delivered shall be delivered to the office of the Engineer no later than the fifth day of the month following the period covered by such estimate. After the preliminary drafts have been approved, final drafts of such estimates shall be prepared by the Contractor, and delivered to the office of the Engineer no later than the tenth day of the month following the period covered by such estimate. Classes of work listed on a partial estimate shall be only those approved, and in the quantities so approved. Equipment, materials and work shall conform to the approved breakdown statement, and shall be considered only the extent, approved by the Engineer, as indicated on daily work report sheets, as of the date on which the work was done.

No estimate or payment shall be required to be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amount to less than One Thousand Dollars ($1000.00).

Deviation from the above procedure by the Contractor will result in disapproval of the

estimate. The work and materials included on such disapproved estimate shall not be submitted for consideration until the next monthly estimate is submitted.

96.0 DAILY WORK REPORTS AND DELIVERY SLIPS

Daily work reports shall be prepared by the Contractor on forms supplied by the Engineer, and shall be submitted to the Engineer on or before noon of the day following the day's work reported, properly prepared and signed.

The Contractor shall furnish the Engineer with copies of delivery slips covering all material delivered to the site of the work, which is to be included in any monthly estimate. All materials delivered to the site of the work, whether from a supplier's warehouse or from the. Contractor's stock, shall be covered by such delivery slips. Delivery slips shall be submitted daily with the daily work report sheets.

Deviation from the above procedure by the Contractor, as to daily work reports and delivery slips, will result in disapproval of items of work. Such disapproved items shall not be included in any monthly estimate until properly reported on daily work reports and/or on approved delivery slips.

97.0 MATERIALS INCLUDED IN MONTHLY ESTIMATES

Allowances for payment to the extent listed herein, for equipment and materials specifically listed on the approved breakdown statement of the lump sum bid, may be included in the next monthly estimate after the stages herein have been reached:

(A) Upon completion of delivery: 75% of the equipment or material price shown in the breakdown statement.

(B) Upon completion of erection or installation (including subsurface pipe installation): Not more than 90% of the installed price shown in the breakdown statement, or in the unit price bid.

(C) Upon successful completion of acceptance tests: 100% of the price shown in the breakdown statement, or in the unit prices bid.

All such equipment and materials included for payment in the monthly estimate shall be and become the property of the Owner and, on demand, the Contractor at his own expense shall promptly V execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered to the Owner for any and all such equipment and materials included in any monthly estimate, proper bills of sale or other instruments in writing in a form and as required by the Owner from the Contractor and from any person, firm, or corporation manufacturing for, or selling or shipping or delivering to the Contractor any such equipment and materials, conveying and assuring to the Owner title to such materials included in such estimate free from all liens and encumbrances; and the Contractor at his own expense shall mark such materials as the property of the Owner and shall take such other steps, if any, as the Owner may require or regard as necessary to vest title in the Owner to such equipment and materials free from all liens and encumbrances. The Contractor shall, however, notwithstanding such transfer of title to the Owner be absolutely responsible to the Owner for any loss or damage to such equipment and materials until the same shall have been completely installed and tested, all work under the Contract completed and accepted, and shall at his own cost replace any equipment and materials lost

or damaged.

98.0 PAYMENTS

Not later than 30 days after receipt of the monthly estimate, the Owner will make partial payment to the Contractor on the basis of the estimate of the work performed during the preceding calendar month by the Contractor, and duly approved and certified by the Engineer, which estimate includes the allowances set forth hereinbefore. All such payments shall be considered tentative only, subject to correction in the final estimate, and need not be based on accurate measurement. These payments are to be made purely to aid the Contractor to meet his current bills and for no other purpose.

The Owner will retain the following amounts from each estimate, in addition to payments withheld for payment of claims, defective work, etc., as specified elsewhere:

(A) During construction a retention of 2% payments claimed will be held until acceptance of the work, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

(B) Retention's for payment of claims, defective work, potential losses, etc., as specified elsewhere, may also be withheld.

The Contractor shall pay:

(A) for all transportation and utility services not later than the twentieth day of the calendar month following that in which such services are rendered.

(B) or all materials, tools and expendable equipment and supplies to the extent of 90 percent of their cost thereof, not later than the twentieth day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth day following the completion of that part of the work in or on which such materials1 tools and equipment are incorporated or used; and,

(C) to each of his subcontractors, not later than the fifth day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractors interest therein.

Failure by the Contractor to defray the charges listed in (A), (B), and (C) above, shall constitute grounds for disapproval by the Engineer of the current periodical estimate for partial payment.

99.0 OWNERS RIGHT TO WITHHOLD PAYMENTS AND MAKE APPLICATION THEREOF

The Owner may withhold from the Contractor as much as any approved payments due him as may in the opinion of the Owner be necessary:

(A) to assure the payment of just claims of any persons supplying labor or materials for the work then due and unpaid;

(B) to protect the Owner from loss due to defective work not remedied; or

(C) to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, owners of utilities, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The Contractor shall, at the request of the Owner, furnish satisfactory proof that all obligations of the nature hereinabove described have been paid, remedied, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice, withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to cover any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall the provisions of this article be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

In paying any unpaid bills or obligations of the Contractor, the Owner shall be deemed the agent of the Contractor and any payments so made by the Owner shall be considered a payment made under this Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

If the moneys retained under this Contract are insufficient to pay the sums found by the Owner to be due under the claims for labor and materials, the Owner may, at his discretion, pay such sums, and the Contractor or his Surety shall repay to the Owner all sums so paid out.

100.0 OPERATING TESTS

Prior to and as a requirement for receiving semi-final payment, the Contractor shall conduct all operating tests called for in the specifications, including but not limited to, watertightness tests of piping systems, tests of motorized and pneumatic equipment and their controls, tests of meters, gages and other instruments, tests of all control systems, pump tests and other tests as specified or directed. Testing shall be performed in the presence of the Engineer or his authorized representatives.

In the event that any tests fail to meet the requirements of the specifications, the Contractor shall make alterations, repairs or replacements as required in order that all systems equipment and appurtenances meet the operating tests as specified. The intent of the Contract is to provide a complete installation in accordance with the drawings and specifications, in working order, and ready for operation.

101.0 CLEANING UP

The Contractor shall expressly undertake at his own expense:

(A) Frequently to clean up all refuse, rubbish, scrap materials, and debris caused by his operations to the end that at all times the site of the work shall present a neat, orderly, workmanlike appearance;

(B) Before semi-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; and

(C) Before semi-final payment, he shall restore all areas which have been used for storage of materials and equipment, and all areas which have been disturbed by his operations to their original conditions, or to a condition satisfactory to and approved by the Owner. He shall seed or sod any grassed area damaged by his operations (except for delayed seeding as provided in the Contract), and shall maintain such areas until the expiration of the maintenance period. Any such areas which fail to show a uniform stand of grass shall be reseeded or resodded until an acceptable stand of grass exists.

102.0 CERTIFICATE OF COMPLETION

Upon completion of all work required, or assigned during the contract period, except maintenance, as explained under "Maintenance" and "Pavement Maintenance Bond' the Engineer shall prepare a Certificate of Completion certifying that all work has been performed and materials supplied in full accordance with the terms of the Contract. Acceptance of the Certificate of Completion by the Owner shall constitute "acceptance of the work".

Within 45 days after final acceptance, the retention of 2% will be released.

103.0 LIENS

If at any time before or within 60 days after the whole work herein agreed to be performed, and all the labor and material herein agreed to be performed or delivered, shall have been performed or delivered, or completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Owner, any such notice as is described in the Municipal Mechanics Lien Law (N.J.S.A. 2A:44-125), the Owner shall retain until the discharge thereof, from the moneys under its control, so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions that may be brought to enforce such lien created by the filing of such notice.

104.0 FINAL ESTIMATE AND SEMI-FINAL PAYMENT

Upon completion of all work required, except maintenance, the Engineer shall file with the Owner a "Final Estimate" stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor, including Extra Work and compensation therefor, under and according to the terms of the Contract, The Owner reserves the right to disregard claims for compensation submitted by the Contractor after the date of final estimate.

Within 30 days after the filing of the final estimate, the Owner will pay to the Contractor the amount therein stated, less retainage, provided the Contractor furnishes a bond in accordance with the provision under "Surety During Maintenance Period," and less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction by this payment, which is throughout this Contract called the semi-final payment. In any event, the semi-final payment will not be released to the Contractor until all outstanding claims against the Contractor shall have been satisfied.

105.0 ACCEPTANCE OF SEMI-FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the semi-final payment shall be and shall operate as a release for all things done or furnished in connection with this work and for every act of the Owner and others relating to or arising out of this work. No payment, however, semi-final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Contract Bond.

106.0 MAINTENANCE

During a period of two years subsequent to the date of the acceptance of the work by the Owner, or as provided below, the Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any defects in materials or the work, or to make any changes required without cost to the Owner, to the satisfaction of the Engineer, and in conformity with the Contract Documents, provided that orders for such replacements, repairs or changes are received by him in writing within the two year period. The Contractor is not obligated thereby to do any work of replacement or repair that he may prove, to the satisfaction of the Engineer, to have resulted from abuse of the work, or materials by parties other than the Contractor, after the date when the Owner puts to use that part of the work requiring replacements or repairs, or has approved the Certificate of Completion, and has accepted the work.

If the Owner shall deem it necessary and shall so order, such replacement, changes or repairs shall be undertaken within 24 hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements, changes or repairs within the time specified, or if any replacements, changes or repairs are of such nature as not to permit the Contractor to undertake them within 24 hours, then the Owner shall have the right to make such replacements, changes, or repairs and the expense thereof shall be paid by the Contractor or deducted from any moneys due the Contractor, or from any moneys of the Contractor retained by the Owner.

If the Owner puts to use for which it is built or installed, any structure or equipment prior to the acceptance of all work under the Contract, the maintenance period for such structure or equipment shall be calculated from the time when such use begins.

107.0 SURETY DURING MAINTENANCE PERIOD

When the project is complete (filing of Certificate of Completion), and the work is accepted, the Contractor must furnish a maintenance bond either as 10% cash, or as a 15% bond in acceptable form from acceptable surety based on the final contract amount to cover the two-year maintenance period.

108.0 FINAL CERTIFICATE AND FINAL PAYMENT

Twelve months after the acceptance of the work by the Owner, the Engineer shall file with the Owner a “final certificate” certifying that all work has been performed and materials supplied in full accordance with the terms of the Contract and stating therein the amount retained, as provided under “Retained During Maintenance Period.” Upon approval of the final certificate by the Owner, the Owner will pay to the Contractor the amount therein

stated.

Final payment, however will not be released to the Contractor until:

(A) He presents proof that all claims against the Contractor have been satisfied;

(B) He executes and delivers a release substantially in the following form: "In consideration of the above payment we hereby release the Owner and his agents from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the doing of the work."

(C) He secures and files with the Owner statements from Officials that the highway surfaces, if any, under their jurisdiction have been restored satisfactorily.

109.0 NO WAIVER OF CONTRACT

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of any articles or materials, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer, or any possession taken by the Owner or its employees or agents, shall be deemed to be a waiver by the Owner of the right to abrogate this Contract for abandonment or delay or non-performance in the manner therein provided, nor shall it operate to void or annul any of the terms of this Contract.

110.0 NO ESTOPPEL

Neither the Owner nor any of his officers, shall be precluded or estopped by any certificate made or given by the Owner, the Engineer, or other officer, agent or appointee of the Owner under any provision of this Contract, from at any time (before the completion and acceptance of the work and payment therefor, or before the end of the maintenance period) showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such certificate is incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications and drawings, and the Owner shall not be precluded or estopped, notwithstanding any such certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the Contract Documents.

111.0 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract

pertaining to the Project.

112.0 CONFORMANCE WITH MUNICIPAL AND COUNTY REQUIREMENTS

Prior to commencement of any work, the Contractor shall obtain permits and approvals required by the County Road Department or the Municipal Agencies having jurisdiction. These requirements shall include, but are not limited to the following:

(A) Road opening permit (if applicable)

(B) Proposed method of construction (to be approved prior to construction)

(C) Fees to be put in escrow.

(D) All County and local requirement shall be satisfied prior to commencement of work.

113.0 EXEMPTION FROM SALES AND COMPENSATING USE TAXES

In computing their bids, bidders are not to include the sales and compensating use taxes of the State or of any city and county in the State on any supplies or materials to be sold to the Owner, which is exempt from such taxes.

114.0 ALTERNATE DISPUTE RESOLUTION

Construction disputes must be submitted to Alternative Dispute Resolution (ADR) prior to initiating court action. The forms of ADR are: mediation, binding arbitration or non-binding arbitration pursuant to industry standards. The Borough of Wallington, as the contacting unit, has the discretion to choose the particular form of ADR and decide whether it will be binding or non-binding upon the parties.

Whenever a dispute concerns more than one contract, the other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Whenever multiple disputes of a similar nature arise under a construction contract, or related construction contracts, upon the 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.

Negotiation: The Engineer and the Contractor shall conduct good faith efforts to resolve any dispute under the provisions of the Contract Documents.

Mediation

(A) In the event that the controversy is not resolved by informal negotiation within thirty (30) calendar days or any mutually agreed extension of time from the first meeting between the parties, the case shall be referred to a mediator. The mediator shall be an independent civil engineer selected mutually by the parties. If the parties are unable to agree on an independent licensed professional engineer, they shall each select an independent licensed professional engineer who shall in turn agree on a third independent civil engineer who shall be mediator. Mediation shall consist of an informal, non binding conference or conferences between the parties or their representatives and the mediator jointly, then in separate caucuses wherein the mediator will seek to guide the parties to a resolution of the base.

(B) The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

Enforcement of these Mediation Procedures: The above steps are deemed Mediation clauses for the purpose of enforcing compliance with their provisions. Any party to this agreement may seek compliance with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceeding shall be entitled to the court's order for payment of attorney fees and costs in connection therewith.

Post Mediation: Should any dispute remain or exist between the parties after completion of the two-step resolution process set forth above, then either party may pursue any and all remedies available to it at Law or equity. In that event, the period of time between the date a party initiated negotiation pursuant to Step A and the Mediator makes a finding there is no possibility of resolution in Step B shall not be counted in computing any applicable limitations period and each party hereby agrees that the applicable statute of limitations periods shall be tolled during that period.

THE PARTIES EXPRESSLY AGREE THAT THE CONTRACTED WORK SHALL PROCEED AT ITS NORMAL PACE AND AS DIRECTED BY THE ENGINEER DURING THIS ALTERNATE DISPUTE RESOLUTION PROCESS AND THE FACT THAT THE DISPUTE HAS NOT BEEN RESOLVED SHALL IN NO WAY BE DEEMED AN EXCUSE FOR WORK STOPPAGES OR SLOWDOWNS.

Nothing herein shall prevent the Borough of Wallington from seeking injunctive or declaratory relief in court at any time. In addition, the ADR practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A 40A:11-1 et seq.

115.0 DEBARMENT

The Contractor may be debarred, suspended or disqualified from contracting on any project financially assisted by the State or the Department if the Contractor commits any of the acts listed in N.J.A.C. 7:1-5.2.

116.0 PROJECT MEETINGS

The Engineer shall conduct job meetings. Job meetings shall be held weekly, or as specified by the Engineer, at a designated place, at which time and place representatives of the Contractor and the Subcontractors listed by the Contractor in its Bid Form shall be present to discuss all details relative to the installation and progress of the Work.

Attendance at job meetings by the Contractor and the Subcontractors listed by the Contractor in its Bid Form is mandatory. Failure of the Contractor or any such Subcontractor to attend shall result in the imposition of an assessment of $100.00 per meeting to be set off against each offending Contractor's/ Subcontractor's next requisition for payment and will be deducted from the Contract Sum.

The Contractor shall tape record all job meetings; all such tape recordings shall be typed and copies thereof shall be distributed at the next job meeting; and the tapes shall be delivered to the Owner's designee and become the property of the Owner.

117.0 AS-BUILT DRAWINGS

As-Built Drawings are to comply with NJAC 7 14-22. The successful bidder is required to provide As-Built Drawings upon-completion.

118.0 REFERENCES TO SPECIFIC MANUFACTURERS/PRODUCT LINES

Any references in the specifications and/or plans to a specific manufacturer / product line is for the convenience of the bidders and should not be misunderstood as a directive to only use that manufacturer/product line or that the manufacturer/product line is pre-approved. All manufacturers/product lines, regardless of whether they are called for or not, are required to meet the specifications outlined. It is the responsibility of the contractor to ensure that the manufacturers/product lines bid, regardless of whether they are called for, meet the specifications. Should a manufacturer/product line called for be unable to meet the specifications, it is the contractor's responsibility to find a substitution. All substitutions however must be submitted in accordance with Section 29 in the general conditions on substitutions.

119.0 EQUAL OPPORTUNITY IN CONSTRUCTION CONTRACTS

N.J.A.C. 17:27-3.8 *Mandatory bid specification and contract language for good faith efforts toward achieving equal employment opportunities in construction contracts*

A. Public agencies shall include in contracts and bid specifications the following mandatory language for equal employment opportunities:

1. 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (a)1i and 2 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

> i. 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. 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 to minority and women workers directly, consistent with the 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 procedures prescribed under (a)2 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.

2. 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)1 above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

i. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

iii. 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;

iv. To leave standing requests for additional referral of 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;

v. If it is necessary to lay off any 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 chapter, as well as with applicable Federal and State court decisions;

vi. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(1) The contractor or subcontractor shall interview the referred minority or women worker.

(2) 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 as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall consider the recruitment and hiring or scheduling of minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (a)3 below.

(3) The name of any interested woman or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (a)2vi(2) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(4) If, for any reason, a contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

vii. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

3. The contractor or subcontractor agrees that nothing contained in (a)2 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (a)2 above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers 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 (a)2 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

4. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project

workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

N.J.A.C. **17:27-3.6 Mandatory** language for construction bid specifications and contracts

A. A public agency shall include in all bid specifications and contracts for construction the language required by N.J.A.C. 17:27-3.8(a). Also, all bid specifications and contracts for construction that are not subject to a Federally approved or sanctioned affirmative action program shall include the following additional language:

1. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

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

> i. 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 all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
>
> ii. 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;
>
> iii. 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;

iv. 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. However, if a subcontractor has a total workforce of four or fewer employees or if a contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required in (a) above, except for the language contained in the first sentence of this subparagraph.

B. The public agency shall also include in all construction contracts and bid specifications, the language required by N.J.A.C. 17:27-3.8, unless the exemption provided under N.J.A.C. 17:27-7.1 is applicable.

120.0 BOROUGH OF WALLINGTON CONTRACT – FORM

CONTRACT AGREEMENT

AN AGREEMENT DATED:

Between the Borough of Wallington, a Municipal Corporation of the State of New Jersey, party of the first part; and

_____

Party of the Second Part

The parties to this Contract, each in consideration of the agreements on the other herein contained, have agreed and hereby agrees as follows:

1. **DEFINITIONS:** Wherever in this Contract the words hereinafter enumerated are used, they shall severally mean and intend what is opposite them:

"THE MUNICIPALITY"	)	The Borough of Wallington
"ENGINEER"	)	Neglia Engineering Associates
"CONTRACTOR"	)	The party of the second part and the legal Representatives, successors, or assigns, of the said party, or the agent appointed to act for the said party in the performance of the work.

2. **CONTRACT:** The plans and proposals for bids, information for bidders, bid specifications and the drawings, if any, described in the specifications, and the bond are hereby made a part of this Contract with like effect as if herein set forth in full and the term "Contract" as herein used, includes all of said instruments. All work and materials mentioned in the specifications and not shown on the drawings, if any, and all work and materials shown on the drawings, if any, and not mentioned in the specifications, shall be furnished, performed and done as if the same were both mentioned in the specifications and shown on the drawings.

The Contract amount is **$**_____ for the

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

3. **CONTRACTOR'S OBLIGATIONS:** The Contractor agrees to furnish all the labor, materials, machinery, tools, apparatus and every means of construction necessary and proper for the project and in substantial, workmanlike and satisfactory manner to do and perform all of the work required under this Contract, including the specifications, in strict and full accordance with its requirements, and to receive in full payment therefor, and for all loss or damages arising out of the nature of the work or from action of the elements or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, the Contract amount, set forth herein, and not to demand, sue for or receive therefor any compensation beyond said Contract Amount.

4. **AWARD OF CONTRACT:** The Contract for 2019 Roadway Improvements Program Various Streets (NJDOT and CDBG Funded) will be awarded to successful bidder by the Governing Body in accordance with the requirements of law.

5. **EXECUTION OF CONTRACT, PRE-CONSTRUCTION MEETING AND COMMENCING OF PROJECT**

Four (4) Copies of the Contract will be furnished immediately upon the Governing Body's award of contract. The individual, firm, or corporation, to whom or to which the contract is awarded, shall sign the contract and furnish the necessary bonds and file the same in the office of the Borough Clerk of Wallington prior to Pre-Construction Meeting for subject project.

A Pre-Construction Meeting for 2019 ROADWAY IMPROVEMENTS PROGRAM VARIOUS STREETS (NJDOT AND CDBG FUNDED) will be held at Borough of Wallington Municipal Building, 24 Union Boulevard, Wallington, New Jersey, 07057. At this time all necessary bonds and contracts should have been signed and filed, as previously mentioned. No Bid Proposals shall be binding upon the Governing Body until the execution of the contract and filing of said bond and acceptance of same by the Governing Body. At the Pre-Construction Meeting the individual, firm, or corporation will furnish to the Project Engineer a schedule of work for subject project.

A commencement date of said project must be established at time of Pre-Construction Meeting. The Contractor shall commence work within seven (7) days from the date of a written notice from the Owner to commence work, and shall continue without interruption until work is completed, except as provided herein.

Work shall continue without interruption until the work is completed, except as provided in Sections 108.14 and 108.15 of the Standard Specifications. The Contractor upon written request to the Engineer is entitled to receive within seven (7) days of said request and authorization to proceed with the work.

6. **MODIFICATION OF CONTRACT:** This Contract, including the specifications here annexed and the drawing herein referred to, if any, may be modified and changed from time to time, as may be agreed in writing between the parties, hereto in a manner not materially affecting the substance thereof, nor materially increasing the amount to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be

done and performed.

7. **EXTRA WORK:** No claim for extra work or materials shall be made by or will be allowed to the Contractor, unless the same shall have been done or furnished under a written order by the Engineer, given before the performance of such additional work or the furnishing of such additional materials.

   All claims for additional work or materials in any month shall be made to the Engineer, in writing before the 15th day of the following month. By failing to make such claims within the specified time, the Contractor waives any right for extra pay for such additional work or materials.

8. **ENGINEER TO DECIDE:** Each and every feature of the execution of this Contract including all work to be done and materials to be furnished hereunder shall be subject to the inspection and approval of the Engineer. He is authorized and empowered to reject and refuse any and all materials offered under or in fulfillment of this Contract that in his opinion may fail in any way particular to comply with the requirements thereof. The Engineer shall give all orders or directions contemplated by this Contract or in relation to the execution or any of the provisions thereof. Orders and directions given to the superintendents and foremen having immediate charge of the men employed on the particular work in relation to which such orders are given shall be deemed to have been given to the Contractor and shall be obeyed by such superintendents and foremen. To prevent disputes and litigation, the Engineer shall determine all questions in relation to said work and construction thereof, and he shall decide every question which may arise relative to the execution of this Contract on the part of the Contractor. He shall explain any doubt as to the meaning of intention of this Contract. His decision shall be final and conclusive upon the Contractor and in case any question shall arise between the parties hereto touching on the Contract, such decisions shall be a condition precedent to the right of the Contractor to receive any money thereunder.

9. **ACCESS TO WORK AND PLACES OF MANUFACTURE:** The Engineer and his inspectors and agents shall at all times have access to the work and premises used by the Contractor and to all places of manufacture where materials are being used or fabricated for determining that all such materials are being made strictly in accordance therewith. The Contractor shall provide all necessary assistance to the Engineer when required for inspection or verification of work done, without charge or expense to the Municipality.

10. **REJECTED MATERIALS:** Any materials furnished or work done, which in the opinion of the Engineer does not comply with the Contract, shall be immediately removed and satisfactorily replaced by the Contractor, at his own expense. The Contractor should neglect or refuse to remove or replace the same within ten (10) days, when notified to do so by written order, then the Engineer may remove or cause the same to be removed and satisfactorily replaced by Contract or otherwise, as he may deem expedient, and charge the expense thereof to the Contractor.

11. **INSPECTION BY ENGINEER:** Upon request of the Engineer, the Contractor shall at any time before or after the completion of the work, made such openings over any part thereof as he may be directed in writing to do so and shall thereafter restore the work so disturbed to the satisfaction of the Engineer. Should the work be found faulty in any respect the whole of the expense incurred shall be defrayed by the Contractor. In cases where the work is removed and not found faulty, the Municipality will pay for the removal and restoration of such work at the unit prices for similar work specified for any such work. The Municipality will pay for such part of the actual cost thereof, as determined by the Engineer.

12. **DEFECTIVE WORK AND MATERIALS:** The inspection or approval of the work shall not relieve the Contractor of any of his obligations to fulfill this Contract as herein prescribed, and defective work shall be made good; and unsuitable materials may be rejected notwithstanding that such work or materials has been previously overlooked by the Engineer and accepted or estimated for payment or that payments have been made upon them.

13. **CONTRACTOR'S EMPLOYEES:** The Contractor shall employ competent and faithful individuals to execute the Contract. The superintendents and foremen shall have a knowledge of the English language sufficient to enable them to understand and execute orders given by the Engineer. Wherever the Engineer shall inform the Contractor in writing that any man engaged in the work is, in his opinion, disobedient, disorderly, disrespectful, incompetent or unethical, or that superintendents or foremen have an inadequate knowledge of the English language, the Contractor shall not further employ such individual upon any of the work.

14. **TIME:** Time is of the essence of this Contract. The work under the Contract shall be substantially completed within:

All proposed improvements associated with the 2019 Roadway Improvements Program Various Streets (NJDOT and CDBG Funded) project shall be completed within sixty (60) calendar days after notice to proceed, weather permitting, including any and all awarded alternates.

The work consumed by the Contractor in wholly completing the Contract, which shall include the furnishing of all material, shall be determined from the date of the signing of this Contract. The Contractor shall carry on the work with such force and in such manner and order as may be directed by the Engineer.

The Contractor shall fully and entirely perform this Contract before the expiration of the number of consecutive working days specified in the Proposal. The Engineer shall determine the time, expressed in days or parts of days consumed by the Contractor in the full completion of the Contract. Sundays and holidays on which no work is done shall be excluded from the said determination.

The Engineer shall also determine what act or omission on the part of the Municipality temporarily interrupted or delayed the prosecution and completion of the work, or to what extent weather conditions interrupted or interfered with the performance of the work. No claim for extra compensation or for damages shall be made by or allowed to the Contractor for such delays. Such time allowances, as shall be determined by the Engineer, which resulted from acts or omissions on the part of the Municipality, or delays beyond the control of the Contractor, shall be deducted from the days consumed in the entire completion of the Contract, and the Engineer shall issue a certificate in writing of said calculated allowances. The Engineer's determination and certificate thereof shall be binding and conclusive upon the Contractor.

15. **LIQUIDATED DAMAGES:** In case the Contractor shall fail to complete the work hereunder in accordance with the term of this Contract within the time aforesaid, the Contractor shall pay to the Municipality the sum specified in the specifications for each and every working day that the time consumed in such completion may exceed the time herein before allowed for that purpose, which said sum, in view of the difficulty of ascertaining the loss which the Municipality will suffer by reason of delay in the performance of the work hereunder, is hereby agreed upon and determined by the parties hereto as the liquidated damages that the Municipality will suffer by reason of delay in the performance of the work hereunder and not as a penalty.

16. **WAIVER:** Neither the inspection of the Municipality or Engineer or any of its employees, nor any order, measurement or certificate of the Engineer, nor any order by the Municipality or the payment of money, nor any payment for, nor acceptance of, the whole or any part of the work by the Engineer or Municipality or any extension of time, nor any possession taken by the Municipality or its employees shall operate as a waiver or any provision of this Contract, or of any power herein reserved to the Municipality, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver or any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided. The Municipality shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

17. **SUSPENSION:** The Municipality reserves the right of suspending the whole or any part of the work, if it shall deem it for the best interest of the Municipality so to do, without compensation to the Contractor for such suspension, other than extending the time for contemplating the work, as much as it may have been in the opinion of the Engineer, delayed by such suspension. During such suspension, all materials delivered upon, but not placed in the work, shall be neatly piled so as not to obstruct public travel, or shall be removed from the site of the work at the direction of the Engineer, and unless so removed by the Contractor within ten (10) days of written notice from the Engineer, they may be removed by him at the Contractor's expense.

18. **PARTIAL USE IN WORK:** The Municipality shall have the right to use and place in use any of the work as soon as the same is available, and such use shall not be considered as an acceptance of the work or any part thereof, nor shall it affect the maintenance period, where such period is called for in this Contract.

19. **MAINTENANCE PERIOD:** The period of maintenance for all work shall be **two years** from the date of final completion and acceptance of the entire project.

20. **REPAIRS:** If at any time during the progress of the work, or during the period of maintenance, any repairs to any part of the work, in the opinion of the Engineer, due to defects in material and workmanship, shall be required, the Engineer shall, by mail or in person, notify the Contractor to make the repairs so requested. If the Contractor shall neglect to make satisfactory repairs within three (3) days from the date of the notice, or if the required repairs are so urgent in character as to preclude incurring the delay incident to the issuing of said notice and awaiting action by the Contractor, then the Municipality has the right to employ such other persons or persons as may be deemed proper to make the repairs at the expense of the Contractor.

21. **LIABILITY OF CONTRACTOR, ETC.:** The Contractor shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the character of the work, or because of the nature of the land in or on which the work is done is different from that which was estimated or expected, or on account of weather, elements, fires, or other causes; and he shall assume the defense of, and indemnify the Municipality, and save harmless the Municipality and its officers and agents, from all claims relative to labor and materials furnished for the work; to inventions, patents, and patent rights used during the work; to injuries to any person or corporation received or sustained by or from the Contractor and his employees in doing the work or in consequence of any improper materials, implements of labor, or labor used therein; and to any act, omission or neglect of the Contractor and his employees therein. The Contractor shall be responsible for any and all damage to existing structures or equipment at the site of the work and shall at his own expense repair all such damage.

22. **PAYMENTS WHEN MADE:** The Contractor will not be entitled to demand or receive payment for any portion of the work or materials unless the same shall be fully completed in the manner set forth in this Contract, and such completion shall be duly certified in writing by the Engineer to the Municipality and until each and every one of the stipulations herein before mentioned are complied with. A certificate setting forth the date of completion and acceptance shall be issued to the Contractor by the Engineer and a copy of it filed with the Clerk. The said date of completion shall determine the commencement of the maintenance period. The Municipality will pay and hereby binds itself to pay to the Contractor on or before the expiration of thirty days from the filing in the office of the Clerk of said final Ninety-eight (98%) percent of the monies accruing to the Contractor under this Contract.

The remaining two (2 %) percent of the cost of the work shall be retained for two years after the date of completion of the work as certified by the Engineer. Within ten days after the expiration of the maintenance period, the Engineer shall file with the Clerk, provided that any repairs as necessitated by defects in material or workmanship, as directed by the Engineer, shall have been made, the last and final certificate and voucher, signed by the Engineer. Upon filing of said certificate and voucher, the Municipality will pay to the Contractor the whole of the sum retained or such part thereof as may remain after the expense of making repairs in the manner prescribed herein shall have been paid therefrom.

A guarantee bond in the penal sum of twenty-five (25%) percent of the amount of the final estimate will be acceptable by the Municipality instead of the retention of the two (2%) percent. This bond shall be duly executed and delivered to the Municipality within ten days after the Contractor has been notified by the Engineer that the final estimate is ready for payment. Should the Contractor fail to file and execute this bond within the time limited, then the Municipality will retain the two (2%) percent as noted above.

23. **PARTIAL PAYMENT:** In order to enable the Contractor to execute the work advantageously, the Engineer may from time to time, as work progresses, but not more often than once a month, make in writing an estimate, such in his opinion, shall be just and fair, of the amount of the work done by the Contractor in the performance of this Contract on his part, and of the value thereof under and according to the terms of this Contract. No allowance will be made in these estimates for materials furnished and delivered until such materials shall have been permanently incorporated in the work. The first estimate will be of the amount of the work done since the Contractor commenced the performance of this Contract on his part, and every subsequent estimate, except the final one, will be of the amount of work done since the last preceding estimate was made. Such estimates of amount and quality will not be required to be made by strict measurement, but they shall be made by measurement or by estimation, or partly by one and partly by the other, and it shall be sufficient if they are approximate only and estimates so called. Upon each estimate being made and certified by the Engineer in writing and filed with the Clerk, the Municipality will pay the Contractor Ninety-eight (98%) percent of the amount stated in such estimate or certificate. The value of the work herein certified to have been done in each such estimate shall amount to more than one thousand dollars ($ 1,000).

24. **DEDUCTIONS:** Any amount at any time due the Municipality from the Contractor under the Contract, or under any law or ordinance, including liquidated and other damages and amounts which the Municipality is entitled to deduct hereunder, and any expense for repairs or otherwise which the Municipality or any agent thereof is authorized to incur on behalf of the Contractor, shall be deducted, retained and paid by the Municipality out of the monies due or to become due the Contractor under this Contract, or if such monies are not sufficient, the additional money shall be furnished by the Contractor and if he refuses and neglects to provide the same they shall be provided by the sureties.

25. **ABANDONMENT:** If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned, or the work sublet by him otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, or shall so certify in writing to the Council, that the performance of the Contract is unnecessary or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or is executing the same in bad faith, or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this Contract for its completion, the Council may notify the Contractor not to resume or to discontinue all work, or any part thereof, under this Contract, by a written notice to be served upon the Contractor as provided in this Contract. Thereupon the Contractor shall not resume or shall discontinue the work, or such part thereof, and the Municipality shall thereupon have the power to contract for the completion of this Contract in manner prescribed by law, or to place such and so many persons as they may deem advisable, by

contract or otherwise, to work at and complete the work herein described, or such part thereof, and to use such materials that they may find at the work site, and to procure other materials and labor, materials and equipment of the Contractor. The expense so charged shall be deducted and paid by the Municipality out of such monies as would have been available and payable under this Contract if it has been completed by the Contractor and he shall and will pay the amount of such excess to the Municipality; but, in case such expense and liquidated damages shall be less than the amount which would be payable to the Contractor if he had completed the Contract, he shall be entitled to receive the difference, subject however, to all other terms, covenants and conditions of said Contract.

Upon making the aforesaid written notice to the Contractor to discontinue all or any part of the work, for the purposes and reasons hereinbefore specified, no equipment and materials shall be removed so long as the same may be wanted by the Municipality to complete the work. In the computation of liquidated damages for delay in completion of the work, the time taken by the Municipality or allowed to the new Contractor to whom the Contract for the completion of the work may be awarded, as well as the time taken in advertising and awarding such new contract, shall be added to the time consumed by the Contractor up to the date when the Municipality shall have taken the action provided in this clause, and from such total time shall be deducted for the time allowed in this Contract for its completion. Then the particular part of the work which the Contractor has been previously directed to discontinue is being completed by the Municipality under the terms of another Contract or otherwise, as herein provided, the Contractor agrees to execute and continue the remainder of the work in conformity with the terms of this Contract and in such manner as in no way to hinder or interfere with the persons or workmen employed by the Municipality, as above provided. In the event the Municipality undertakes to have the work or any part thereof performed under this clause of the Contract, its certificates as to the amount of the work performed, its cost, and of the excess cost, if any, of completing the work called for under this Contract shall be binding and conclusive upon the Contractor, his assigns and his sureties.

26. **NON-ESTOPPEL:** The Municipality shall not, nor shall any department or officer thereof be precluded or estopped, by any return or certificate made by the Engineer or other officer, agent or appointee of the Municipality under any provision of this Contract from any time (either before or after completion and acceptance of the work and payment therefore pursuant to any such return or certificate) showing the true and correct amount and character of the work done and materials furnished by the Contractor, or any other person under this Contract, or for showing at any time that any such return or certificate is untrue or incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Specifications; and that the Municipality shall not be precluded or stopped, notwithstanding any such return or certificate and payment in accordance herewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

27. **TRADE NAMES AND PATENTS:** Whenever an article of any class of materials is specified by the trade name of any particular patentee, manufacturer or dealer, or by reference to the catalogue of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or materials described or other equal thereto in quality, finish and durability and equally as serviceable for the purpose for which it is or they are intended.

28. **LAWS AND ORDINANCES:** The Contractor shall keep himself fully informed of, and shall at all times observe and cause his agents and employees to observe, all laws and ordinances, Federal, State, or Municipal, affecting those engaged or employed in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract by the Contractor or any of his agents, in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same in writing to the Engineer. He shall at all times himself observe and comply with, and shall cause his agents and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees, and the Contractor shall protect and indemnify the Municipality and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

29. **GUARDS AND WARNING SIGNS:** The Contractor shall place proper guards and warning signs for the prevention of accidents, and shall put and keep at night suitable and efficient lights where necessary to prevent accidents or injuries to the person or property of another, and if warning signs and lights are inadequate or subject to displacement or removal, a watchman shall be located to insure maintenance of the proper safeguards. He shall indemnify and save harmless the Municipality from all sorts of suits of action, and damages or costs of every name and description to which the Municipality may be subjected, or put by reason of injury to the person or property of another, resulting from the negligence or carelessness on the part of the Contractor, his servants or agents. The Contractor, under this Contract, as may be considered necessary by the Engineer, may be retained by the Municipality until all suits or claims for damages (if they arise) shall be settled or disposed of and evidence to that effect furnished to the satisfaction of the Municipality.

30. **OTHER CONSTRUCTION:** Prior to or during the progress of the work under this Contract the Engineer reserves the right to undertake or grant permits for any construction of or making repairs to any structure or appurtenances thereof on or about the site of the work, and for such purposes or any other purpose, the Engineer reserves the right of suspending work on any part of the work during construction of same, without compensation to the Contractor for such suspension other than extending the time for completing the work as it may have been, in the opinion of the Engineer, delayed by such suspension. The Contractor shall not interfere with or place any impediment in the way of the person or persons who may be engaged therein but shall carry on the work herein specified in such manner as to afford all reasonable facilities for doing such work.

31. **LABOR LAWS:** The Contractor shall comply with the provisions of all labor laws or "codes" and that no laborer, workman, or mechanic in the employ of the Contractor, or other person doing or contracting to do the whole or any part of such work, shall not be permitted or required to work more than eight hours in any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life and property; that the wages paid for a legal day's work to all classes of such laborers, workmen, or mechanics, upon all such work, or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for the day's work in the same trade or occupation in the locality within the region where such work is final or in completed form is to be situated, erected or used; and in the like event that this Contract shall be voided and of no effect unless the person or corporation making or performing the same shall comply with the provisions of all "labor laws" and "codes" relating to the work under this Contract.

32. **WORKMAN'S COMPENSATION LAWS:** This Contract shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this Contract, the employees engaged thereon, in compliance with the provisions of the Workman's Compensation Laws and Acts mandatory thereof, if the Contract shall fall within the purview of the said law.

33. **ASSIGNMENTS:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or any part thereof, or his right, title, or interest in or to the same or any part thereof, without the previous consent in writing of the Municipality endorsed upon or attached to the copies of this Contract filed in the office of the Clerk of the Municipality; and he shall not assign, by power of attorney or otherwise, any of the monies due, or to become due and payable under this Contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract, or of his right, title, or interest therein, or any of the monies to become due under this Contract to any other company or corporation, this Contract may, at the option of the Municipality be revoked and annulled, and the Municipality will thereupon be relieved and discharged from any and all liability and obligation growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New Jersey.

34. **LIENS:** The Contractor shall pay promptly, and in cash, for all labor employed upon materials furnished and used in the work and no lien or encumbrance shall be placed upon the property under any provision of any lien law, or in favor of or upon the suit or proceedings at law by any labor or material man. If at any time before or within thirty (30) days after the whole work herein agreed to be performed, and all labor and material herein agreed to be delivered, have been performed or delivered or completed or accepted by the Municipality, any person claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Engineer and with the Clerk any such notice as is described in the lien law or any other law of the State of New Jersey, then, and in every such case, the Municipality shall retain,

anything herein contained to the contrary thereof notwithstanding, from the monies under its control and due or grow due under this agreement, so much of said monies as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the persons filing such notice. Together with the reasonable cost of any action brought to enforce such claims, or the lien created by the filing of such notice. The monies so retained shall be retained by the Municipality until the lien thereon created by said act and the filing of said notice shall be discharged, pursuant to the provisions of said act.

35. AFFIRMATIVE ACTION PLAN:

(a) If awarded a contract, the successful bidder/vendor will be required to comply with the requirements of N.J.S.A. 10.5-31 et seq. and N.J.A.C. 17:27 et seq.

(b) All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the Borough's contract, one of the following:

Goods, Professional Services and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough and the Division of Contract Compliance and Equal Employment Opportunity in the Public Contracts ("Division"), (see Attachment #5)
   This approval letter is valid for one year from the date of issuance, or
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with the N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. (See Attachment #6) The period of validity of the Certificate is indicated on its ace. Certificates must be renewed prior to their expiration date in order to remain valid, or
3. The successful vendor shall complete and Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the Borough (see Attachment #7). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Equal Employment Opportunity (EEO/Affirmative Action (AA) evidence must be submitted.

Construction Contractors

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 (see Attachment #8) 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 A-202 (see Attachment #9) once a month thereafter for the duration of the contract to the Division and to the Borough's compliance officer.

After notification of award, but prior to signing a construction contract, the Equal Employment Opportunity (EEO)/Affirmative Action (AA) evidence must be submitted. The Borough shall retain the Affirmative Action evidence in their files for review by the Division.

For all goods, services and professional service vendors, vendors shall comply with the affirmative action language of Exhibit A (see Attachment #3).
For all construction contracts, the successful bidder shall comply with the affirmative action language of Exhibit B (see Attachment #4).

Attachment 3

(REVISED 4/10)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form of AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Attachment 4

(REVISED 4/10)

EXHIBIT B

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

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

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

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

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

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

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

(D) 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 Treasure 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.

(E) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade be 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:

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

(9) To notify any minority and women workers who have been listed with its awaiting available vacancies;

(10) 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;

(11) 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;

(12) 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;

(13) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(v) The contractor or subcontractor shall interview the referred minority or women worker.

(vi) If said individuals have never previously received any document or certification signifying a level or 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 possess the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(vii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(viii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(14) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

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

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

(B) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

The contractor shall note that all the attachments noted in the above requirements are provided within the instruction to bidders within this document.

36. **SERVICE OF NOTICE:** The residence or place of business of the Contractor given in the bid upon which this Contract is found, is hereby designated as the place where all notices, including letters and other communications shall be served, mailed, or delivered. Any notice addressed to the Contractor at such place, and either delivered or deposited in a post-paid wrapper in any post office box regularly maintained by the United States, shall be deemed sufficient service thereof upon the Contractor. The place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Nothing herein contained shall preclude or render inoperative service of any notice upon the Contractor by delivering it to him personally, (or in case of a partnership to one of the partners or to his agent in charge of any part of the work or to any employee found on the work.) In addition, where the Contractor is a corporation, such notice may be delivered to any of its officers and directors.

37. **SURETIES UNDER CONTRACT:** Should the Municipality at any time deem the sureties under the Contract to be unsatisfactory, and they so notify the Contractor, the Contractor shall forthwith submit in substitution new sureties acceptable to the Municipality, no further payment shall be deemed due or shall be made until the sureties shall qualify and be accepted by the Municipality.

38. **ARBITRATION CLAUSE:** With respect to any dispute arising out of a contract defined as a construction contract pursuant to N.J.S.A 40A:11-50, the parties hereby agree that they shall submit to non-binding arbitration. When a dispute arises, a party shall serve upon the other Demand for Arbitration and nominating its arbitrator. Within ten days of receipt of the demand, the answering party shall respond in writing nominating its arbitrator. The two arbitrators shall, within ten days, select a third and neutral arbitrator. The arbitration shall be held within twenty days of the selection of the neutral or such other agreed upon time frame. A majority of the arbitrators shall decide the dispute and enter an award in writing.

Either party may set aside the arbitration by rejecting the award in writing within thirty days of the receipt of the award. Each party will share equally in the expense of the neutral arbitrator. The arbitrators shall employ the powers conferred upon them pursuant to N.J.S.A. 2A:23A-1, et seq.

IN WITNESS WHEREOF, the Mayor & Council of the **Borough of Wallington** authorizes its corporate seal to be hereto affixed and for this contract to be signed by the Mayor and Clerk by virtue of a resolution adopted_____, and the said Party of the Second Part_____ has caused its corporate seal to be affixed hereto, and these presence signed by its President and attested by its Secretary.

BOROUGH OF WALLINGTON:

Dated: _____ Attested: _____

By: _____ By: _____

Clerk Mayor

PARTY OF THE SECOND PART: _____

Dated: _____ Attested: _____

By: _____ By: _____

121.0 PERFORMANCE, PAYMENT AND MAINTENANCE BOND - FORM

Bond No. _____

KNOWN BY THOSE PRESENT, that we, the undersigned, _____, as principal; and _____a corporation organized and existing under the laws of the State of _____ as sureties, are hereby held and firmly bound unto the BOROUGH OF WALLINGTON, in the penal sum of _____, the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, Sealed and Delivered, this _____day of _____, Two Thousand Eighteen.

The condition of the above obligation is such, that whereas, the above named principal did on the _____ of _____, 2018, enter into a contract with the BOROUGH OF WALLINGTON, which said contract is made a part of this, the bond, the same as though set forth herein.

Now, if the said_____, shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.A. 2A:44-143 having as just claim, as well as for the obligee herein; then this obligation shall be voided; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plan or specifications therefore, shall in anywise affect the obligations of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such condition and provisions were fully incorporated in the form set forth above.

ATTEST:

_____ By_____

Secretary President

(Name of Corporate Surety)

ATTEST:

_____ By_____

Secretary President

122.0 AUTHORIZATION TO PROCEED – FORM

BOROUGH OF WALLINGTON

Certified-Return Receipt Requested
0000 0000 0000 0000

PROJECT TITLE:

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BOROUGH OF WALLINGTON
BERGEN COUNTY, NEW JERSEY

CONTRACTOR: _____

ADDRESS: _____

GENTLEMEN:

Please Take Notice that effective _____ you are hereby authorized to proceed with construction of the above named project. The contract time for this project is _____ days. All work must be complete within this time.

Submit to the Borough, within seven (7) days of receipt of this document, the construction sequence for this project.

_____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)

REFER TO: Instructions to Bidders, Section 28.0

NOTE: Not to be issued until confirmation is received from Borough Council that the Contract has been duly executed and that all insurance and bonding requirements have been met.

BID DOCUMENTS

The attached Bid Documents must be completed and returned in accordance with Section 1:0 Bids of the Instruction to Bidders. See Bidders' Checklist for required information.

Please do not submit written bid in the bound Specification book. The applicant shall submit completed photocopies of the required documents.

BIDDER'S CHECKLIST

_____

COMPANY NAME

Bids with *material omissions or defects* will be rejected inasmuch as the public bidding laws dictate that no *material element* of a bid may be provided after bids are opened. Notwithstanding anything to the contrary, the Borough of Wallington reserves the right to waive any *minor irregularity* in a submitted document if: (A) the waiver will not deny the Borough of Wallington of its assurance that the contract will be entered into, performed and guaranteed according to specification requirements; and (B) if the waiver will not adversely affect competitive bidding by placing the bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition

The following documents must be submitted in order for the Bid to be accepted as complete.

Initial each item:

_____ BIDDER'S PROPOSAL
_____ BID ACCEPTANCE
_____ PERFORMANCE SECURITY [N.J.S.A. 40A:11-23.2(b)] WITH:
- BID BOND (Bond, Cashier's Check, or Certified Check) [N.J.S.A. 40A:11-21] (N.J.S.A. 40A:11-14)
- CONSENT OF SURETY [N.J.S.A. 40A:11-22] with Power of Attorney

_____ BASE BID A
_____ BASE BID A – ALTERNATE 1
_____ BASE BID A – ALTERNATE 2
____ BASE BID B
_____ BASE BID B – ALTERNATE 1
_____ UNIT PRICE
_____ CONTRACTOR'S PROOF OF INSURANCE
_____ OWNERSHIP DISCLOSURE FORM [N.J.S.A. 52:25-24.2]
_____ NON-COLLUSION AFFIDAVIT [N.J.S.A. 52:34.15]
_____ COPY OF CONTRACTOR'S BUSINESS REGISTRATION CERTIFICATE [N.J.S.A. 52:32-44]
_____ COPY OF CONTRACTOR'S PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE [*N.J.S.A.34:11-56.51]*
_____ IDENTIFICATION OF SUBCONTRACTORS
FAILURE TO IDENTIFY SUBCONTRACTORS IF REQUIRED BY N.J.S.A. 40A:11-16 and 40A:11-23.2 IS A FATAL FLAW
_____ COPY Of SUBCONTRACTOR'S PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE
FOR ALL SUBCONTRACTORS REQUIRED TO BE NAMED BY N.J.S.A. 40A:11-16 and 40A:11-23.2
_____ COPY Of SUBCONTRACTOR'S BUSINESS REGISTRATION CERTIFICATE
FOR ALL SUBCONTRACTORS REQUIRED TO BE NAMED BY N.J.S.A. 40A:11-16 and 40A:11-23.
_____ CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT
AGC DOCUMENT NO: 220, 1990
_____ IRAN CERTIFICATION FORM
_____ EXPERIENCE QUESTIONNAIRE
_____ ACKNOWLEDGEMENT OF ADDENDUM
_____ BERGEN COUNTY CDBG MBE WBE DBE FORMS 1-6

BIDDERS PROPOSAL

(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

FOR: **2019 ROADWAY IMPROVEMENTS PROGRAM**
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

TO: Borough of Wallington
24 Union Boulevard
Wallington, New Jersey, 07057

The undersigned, having visited the site of the proposed work and having familiarized himself with the existing conditions at the site and with other local conditions affecting the cost of the Work and having carefully examined the Contract Documents, including the plans and specifications, as prepared by the Engineer, do hereby propose to furnish all labor, materials, tools, equipment and insurance required by the Contract Documents, to pay all applicable taxes, but not including New Jersey State Sales and Use Tax, and to furnish all materials as specified in the aforesaid Contract Documents and all addenda thereto, and to complete the Work set forth in the Contract for the project referenced above.

The following documents are enclosed with this bid:

A. Bid Bond, certified check or cashier's check for ten percent (10%) of the Base Bid, not in excess of $20,000.

B. Consent of Surety, indicating that the Surety Company will provide the Bidder with the Performance, Payment and Maintenance Bond.

TIME TO COMPLETE: If awarded the Contract, we will substantially complete the work included in our Contract within:

All proposed improvements associated with the 2019 Roadway Improvements Program Various Streets (NJDOT and CDBG Funded) project shall be completed within sixty (60) calendar days after notice to proceed, weather permitting, including any and all awarded alternates.

The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude. No consideration will be given for extensions or additional compensation due to these delays.

BIDDERS PROPOSAL (CONT.)
(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

FOR: **2019 ROADWAY IMPROVEMENTS PROGRAM**
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

TO: Borough of Wallington
24 Union Boulevard
Wallington, New Jersey, 07057

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

DATE: _____

PERFORMANCE SECURITY

Bid Bond N.J.S.A. 40A:11-14
Consent of Surety N.J.S.A. 40A:11-22
(Must be completed for bid to be accepted.)

Accompanying this proposal is a:

(Check One)

_____ Certified Check - (Made payable to the Borough of Wallington)

_____ Cashier's Check - (Made payable to the Borough of Wallington)

_____ Bid Bond - (Acceptable to the Borough of Wallington)

for the sum of ten percent (10%) of the bid amount (not to exceed $20,000.00), namely:

_____ ($_____)

which the undersigned agrees will be forfeited as liquidated damages, and not a penalty, in the event this proposal in the sum of:

_____ ($_____)

if found to be the lowest submitted in the manner required and is accepted by the Borough of Wallington, and if the undersigned shall fail to execute a contract with the Borough of Wallington, under the conditions of this proposal, and to furnish the Performance Bond required within the time provided to the undersigned.

The undersigned is a:

(Check One)

_____ Corporation

_____ Partnership

_____ Individual

_____ Limited Liability Company

Formed under the Laws of the State of _____

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

DATE: _____

NOTE: Please staple the Certified Check or Cashiers Check or alternate form of Bid Bond to this page.

NOTE: Please staple a Consent of Surety (N.J.S.A. 40A:11-22) to this page. A valid and effective Power of Attorney authorizing the attorney-in-fact to execute the Consent of Surety on behalf of the surety for the full amount of the bid price must accompany the Consent of Surety.

BID ACCEPTANCE

(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

If written notice of the Acceptance of Bid is mailed, telegraphed or delivered to the undersigned within 60 days after the date of opening of the bids, or any time thereafter before bids are withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the "Standard Contract Form" and provide the required Performance and Payment Bond in accordance with the Specifications and bid, as accepted.

We understand that, upon written request, the bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

ADDENDUM RECEIPT

Receipt of the following addenda to the Specifications and Drawings is acknowledged:

ADDENDUM NO. _____ **DATED** _____

ADDENDUM NO. _____ **DATED** _____

ADDENDUM NO. _____ **DATED** _____

ADDENDUM NO. _____ **DATED** _____

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

DATE: _____

NOTE: If Bidder is a corporation, write State of Incorporation above; if a partnership, give full names of all partners.

PROPOSAL FORM (I)

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BASE BID A: HATHAWAY STREET (FROM MAIN STREET TO LOCUST AVENUE) AND CHESTNUT STREET (FROM WILLOW AVENUE TO PINE STREET) – NJDOT FUNDED

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	LS	Mobilization _____ Dollars _____ Cents	$_____	$_____
2.	1	LS	Clearing Site _____ Dollars _____ Cents	$_____	$_____
3.	80	Unit	Breakaway Barricades _____ Dollars _____ Cents	$_____	$_____
4.	80	Unit	Drum _____ Dollars _____ Cents	$_____	$_____
5.	80	Unit	Traffic Cone _____ Dollars _____ Cents	$_____	$_____
6.	150	SF	Construction Signs _____ Dollars _____ Cents	$_____	$_____
7.	250	Hour	Traffic Director, Flagger *Seventy-Three* Dollars *Three* Cents	$ *73.03*	$ *18,257.50*

BASE BID A HATHAWAY AND CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
8.	6	Unit	Inlet Filter, Type 2, 2' x 4' _____ Dollars _____ Cents	$_____	$_____
9.	690	LF	9" x 18" Concrete Vertical Curb _____Dollars _____ Cents	$_____	$_____
10.	200	LF	9" x 18" Concrete Vertical Curb (If and Where) _____Dollars _____ Cents	$_____	$_____
11.	16	SY	Detectable Warning Surface _____ Dollars _____ Cents	$_____	$_____
12.	150	LF	Granite Curb (If and Where) _____ Dollars _____ Cents	$_____	$_____
13.	140	SY	Concrete Sidewalk, 4" Thick _____ Dollars _____ Cents	$_____	$_____
14.	120	SY	Concrete Sidewalk, 4" Thick (If and Where) _____ Dollars _____ Cents	$_____	$_____
15.	125	SY	Concrete Sidewalk, Reinforced, 6" Thick _____ Dollars _____ Cents	$_____	$_____
16.	25	SY	Concrete Driveway, Reinforced, 6" Thick _____ Dollars _____ Cents	$_____	$_____
17.	4,435	SY	HMA Milling, 3" or Less _____ Dollars _____ Cents	$_____	$_____
18.	530	Tons	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick _____ Dollars _____ Cents	$_____	$_____

BASE BID A HATHAWAY STREET AND CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
19.	270	Tons	Hot Mix Asphalt 19M64 Base Course, 4" Thick _____ Dollars _____ Cents	$_____	$_____
20.	1,115	SY	Dense-Graded Aggregate Base Course, 6" Thick _____ Dollars _____ Cents	$_____	$_____
21.	380	CY	Excavation, Unclassified _____ Dollars _____ Cents	$_____	$_____
22.	95	CY	Excavation, Regulated Material _____ Dollars _____ Cents	$_____	$_____
23.	3	Unit	Soil Sampling and Analyses, Regulated _____ Dollars _____ Cents	$_____	$_____
24.	30	Tons	Disposal of Regulated Material _____ Dollars _____ Cents	$_____	$_____
25.	16	Unit	Reset Water Valve Box _____ Dollars _____ Cents	$_____	$_____
26.	14	Unit	Reset Gas Valve Box _____ Dollars _____ Cents	$_____	$_____
27.	15	Unit	Reset Existing Casting (Inlets and Manholes) _____ Dollars _____ Cents	$_____	$_____
28.	4	Unit	Curb Piece _____ Dollars _____ Cents	$_____	$_____
29.	3	Unit	Bicycle Safe Grate _____ Dollars _____ Cents	$_____	$_____

BASE BID A HATHAWAY STREET AND CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
30.	1	Unit	Reconstructed Inlet, Type B, Using New Casting (If and Where) _____ Dollars _____ Cents	$_____	$_____
31.	4	Unit	Cleaning Drainage Structure _____ Dollars _____ Cents	$_____	$_____
33.	15	LF	Traffic Stripes, 4” _____ Dollars _____ Cents	$_____	$_____
33.	745	LF	Traffic Stripes, 6” _____ Dollars _____ Cents	$_____	$_____
34.	140	LF	Traffic Marking Lines, 12” _____ Dollars _____ Cents	$_____	$_____
35.	115	LF	Traffic Marking Lines, 24” _____ Dollars _____ Cents	$_____	$_____
36.	230	SF	Traffic Markings, Symbols _____ Dollars _____ Cents	$_____	$_____
37.	310	SY	Topsoil Spreading, 4” Thick _____ Dollars _____ Cents	$_____	$_____
38.	310	SY	Fertilizing and Seeding, Type A-3 _____ Dollars _____ Cents	$_____	$_____
39.	310	SY	Straw Mulching _____ Dollars _____ Cents	$_____	$_____
40.	1	LS	Final Cleanup _____ Dollars _____ Cents	$_____	$_____

BASE BID A HATHAWAY STREET AND CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
41.	1	ALL	Contract Allowance for Unforeseen Conditions *Twenty-five Thousand* Dollars *Zero* Cents	$ *25,000.00*	$ *25,000.00*
42.	1	DOLL	Asphalt Price Adjustment *One Thousand* Dollars *Zero* Cents	$ *1,000.00*	$ *1,000.00*
43.	1	DOLL	Fuel Price Adjustment *Four Hundred* Dollars *Zero* Cents	$ *500.00*	$ *500.00*
44.	2	DAY	Clean and Televise Existing Sanitary Main _____ Dollars _____ Cents	$	$
45.	1	ALL	Contract Allowance for Asphalt Core Sample Testing *Eight Thousand* Dollars *Zero* Cents	$ *8,000.00*	$ *8,000.00*

_____

TOTAL AMOUNT BASE BID A: ITEMS 1-45 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID A: ITEMS 1-45 (IN WORDS)

PROPOSAL FORM (II)

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BASE BID A – ALTERNATE 1: CHESTNUT STREET (FROM PINE STREET TO WAGNER AVENUE) – NJDOT FUNDED

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	LS	Mobilization _____ Dollars _____ Cents	$_____	$_____
2.	1	LS	Clearing Site _____ Dollars _____ Cents	$_____	$_____
3.	20	Unit	Breakaway Barricades _____ Dollars _____ Cents	$_____	$_____
4.	20	Unit	Drum _____ Dollars _____ Cents	$_____	$_____
5.	20	Unit	Traffic Cone _____ Dollars _____ Cents	$_____	$_____
6.	30	SF	Construction Signs _____ Dollars _____ Cents	$_____	$_____
7.	70	Hour	Traffic Director, Flagger *Seventy-Three* Dollars *Three* Cents	$ *73.03*	$ *5,112.10*

BASE BID A – ALTERNATE 1 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
8.	3	Unit	Inlet Filter, Type 2, 2' x 4' _____ Dollars _____ Cents	$_____	$_____
9.	190	LF	9" x 18" Concrete Vertical Curb _____Dollars _____ Cents	$_____	$_____
10.	100	LF	9" x 18" Concrete Vertical Curb (If and Where) _____Dollars _____ Cents	$_____	$_____
11.	4	SY	Detectable Warning Surface _____ Dollars _____ Cents	$_____	$_____
12.	100	LF	Granite Curb (If and Where) _____ Dollars _____ Cents	$_____	$_____
13.	40	SY	Concrete Sidewalk, 4" Thick _____ Dollars _____ Cents	$_____	$_____
14.	50	SY	Concrete Sidewalk, 4" Thick (If and Where) _____ Dollars _____ Cents	$_____	$_____
15.	35	SY	Concrete Sidewalk, Reinforced, 6" Thick _____ Dollars _____ Cents	$_____	$_____
16.	890	SY	HMA Milling, 3" or Less _____ Dollars _____ Cents	$_____	$_____
17.	105	Tons	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick _____ Dollars _____ Cents	$_____	$_____
18.	35	Tons	Hot Mix Asphalt 19M64 Base Course, 4" Thick _____ Dollars _____ Cents	$_____	$_____

BASE BID A – ALTERNATE 1 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
19.	140	SY	Dense-Graded Aggregate Base Course, 6” Thick _____ Dollars _____ Cents	$_____	$_____
20.	50	CY	Excavation, Unclassified _____ Dollars _____ Cents	$_____	$_____
21.	20	CY	Excavation, Regulated Material _____ Dollars _____ Cents	$_____	$_____
22.	1	Unit	Soil Sampling and Analyses, Regulated _____ Dollars _____ Cents	$_____	$_____
23.	10	Tons	Disposal of Regulated Material _____ Dollars _____ Cents	$_____	$_____
24.	3	Unit	Reset Water Valve Box _____ Dollars _____ Cents	$_____	$_____
25.	2	Unit	Reset Gas Valve Box _____ Dollars _____ Cents	$_____	$_____
26.	5	Unit	Reset Existing Casting (Inlets and Manholes) _____ Dollars _____ Cents	$_____	$_____
27.	3	Unit	Curb Piece _____ Dollars _____ Cents	$_____	$_____
28.	2	Unit	Bicycle Safe Grate _____ Dollars _____ Cents	$_____	$_____
29.	3	Unit	Cleaning Drainage Structure _____ Dollars _____ Cents	$_____	$_____

BASE BID A – ALTERNATE 1 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
30.	200	LF	Traffic Stripes, 6” _____ Dollars _____ Cents	$_____	$_____
31.	40	LF	Traffic Marking Lines, 24” _____ Dollars _____ Cents	$_____	$_____
32.	110	SF	Traffic Markings, Symbols _____ Dollars _____ Cents	$_____	$_____
33.	100	SY	Topsoil Spreading, 4” Thick _____ Dollars _____ Cents	$_____	$_____
34.	100	SY	Fertilizing and Seeding, Type A-3 _____ Dollars _____ Cents	$_____	$_____
35.	100	SY	Straw Mulching _____ Dollars _____ Cents	$_____	$_____
36.	1	LS	Final Cleanup _____ Dollars _____ Cents	$_____	$_____
37.	1	ALL	Contract Allowance for Unforeseen Conditions *Five Thousand* Dollars *Zero* Cents	$ *5,000.00*	$ *5,000.00*
38.	1	DOLL	Asphalt Price Adjustment *Two Hundred* Dollars *Zero* Cents	$ *200.00*	$ *200.00*
39.	1	DOLL	Fuel Price Adjustment *One Hundred* Dollars *Zero* Cents	$ *100.00*	$ *100.00*
40.	1	DAY	Clean and Televise Existing Sanitary Main _____ Dollars _____ Cents	$_____	$_____

BASE BID A – ALTERNATE 1 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
41.	1	ALL	Contract Allowance for Asphalt Core Sample Testing *Three Thousand* Dollars *Zero* Cents	$ *3,000.00*	$ *3,000.00*

TOTAL AMOUNT BASE BID A – ALTERNATE 1: ITEMS 1-41 (IN FIGURES)

TOTAL AMOUNT BASE BID A – ALTERNATE 1: ITEMS 1-41 (IN WORDS)

PROPOSAL FORM (III)

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BASE BID A – ALTERNATE 2: CHESTNUT STREET (FROM WAGNER TO LEXINGTON AVENUE) – NJDOT FUNDED

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	LS	Mobilization _____ Dollars _____ Cents	$_____	$_____
2.	1	LS	Clearing Site _____ Dollars _____ Cents	$_____	$_____
3.	20	Unit	Breakaway Barricades _____ Dollars _____ Cents	$_____	$_____
4.	20	Unit	Drum _____ Dollars _____ Cents	$_____	$_____
5.	20	Unit	Traffic Cone _____ Dollars _____ Cents	$_____	$_____
6.	30	SF	Construction Signs _____ Dollars _____ Cents	$_____	$_____
7.	70	Hour	Traffic Director, Flagger *Seventy-Three* Dollars *Three* Cents	$ *73.03*	$ *5,112.10*

BASE BID A – ALTERNATE 2 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
8.	2	Unit	Inlet Filter, Type 2, 2' x 4' _____ Dollars _____ Cents	$_____	$_____
9.	125	LF	9" x 18" Concrete Vertical Curb _____Dollars _____ Cents	$_____	$_____
10.	100	LF	9" x 18" Concrete Vertical Curb (If and Where) _____Dollars _____ Cents	$_____	$_____
11.	2	SY	Detectable Warning Surface _____ Dollars _____ Cents	$_____	$_____
12.	60	LF	Granite Curb (If and Where) _____ Dollars _____ Cents	$_____	$_____
13.	20	SY	Concrete Sidewalk, 4" Thick _____ Dollars _____ Cents	$_____	$_____
14.	50	SY	Concrete Sidewalk, 4" Thick (If and Where) _____ Dollars _____ Cents	$_____	$_____
15.	15	SY	Concrete Sidewalk, Reinforced, 6" Thick _____ Dollars _____ Cents	$_____	$_____
16.	25	SY	Concrete Driveway, Reinforced, 6" Thick _____ Dollars _____ Cents	$_____	$_____
17.	470	SY	HMA Milling, 3" or Less _____ Dollars _____ Cents	$_____	$_____
18.	55	Tons	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick _____ Dollars _____ Cents	$_____	$_____

BASE BID A – ALTERNATE 2 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
19.	20	Tons	Hot Mix Asphalt 19M64 Base Course, 4" Thick _____ Dollars _____ Cents	$_____	$_____
20.	75	SY	Dense-Graded Aggregate Base Course, 6" Thick _____ Dollars _____ Cents	$_____	$_____
21.	30	CY	Excavation, Unclassified _____ Dollars _____ Cents	$_____	$_____
22.	10	CY	Excavation, Regulated Material _____ Dollars _____ Cents	$_____	$_____
23.	1	Unit	Soil Sampling and Analyses, Regulated _____ Dollars _____ Cents	$_____	$_____
24.	10	Tons	Disposal of Regulated Material _____ Dollars _____ Cents	$_____	$_____
25.	1	Unit	Reset Water Valve Box _____ Dollars _____ Cents	$_____	$_____
26.	1	Unit	Reset Gas Valve Box _____ Dollars _____ Cents	$_____	$_____
27.	2	Unit	Reset Existing Casting (Inlets and Manholes) _____ Dollars _____ Cents	$_____	$_____
28.	2	Unit	Curb Piece _____ Dollars _____ Cents	$_____	$_____
29.	2	Unit	Bicycle Safe Grate _____ Dollars _____ Cents	$_____	$_____

BASE BID A – ALTERNATE 2 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
30.	2	Unit	Reconstructed Inlet, Type B, Using New Casting _____ Dollars _____ Cents	$_____	$_____
31.	65	LF	Traffic Stripes, 6” _____ Dollars _____ Cents	$_____	$_____
32.	15	LF	Traffic Marking Lines, 24” _____ Dollars _____ Cents	$_____	$_____
33.	25	SF	Traffic Markings, Symbols _____ Dollars _____ Cents	$_____	$_____
34.	70	SY	Topsoil Spreading, 4” Thick _____ Dollars _____ Cents	$_____	$_____
35.	70	SY	Fertilizing and Seeding, Type A-3 _____ Dollars _____ Cents	$_____	$_____
36.	70	SY	Straw Mulching _____ Dollars _____ Cents	$_____	$_____
37.	1	LS	Final Cleanup _____ Dollars _____ Cents	$_____	$_____
38.	1	ALL	Contract Allowance for Unforeseen Conditions *Ten Thousand* Dollars *Zero* Cents	$ *10,000.00*	$ *10,000.00*
39.	1	DOLL	Asphalt Price Adjustment *One Hundred* Dollars *Zero* Cents	$ *100.00*	$ *100.00*
40.	1	DOLL	Price Adjustment *One Hundred* Dollars *Zero* Cents	$ *100.00*	$ *100.00*

BASE BID A – ALTERNATE 2 CHESTNUT STREET: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
41.	1	DAY	Clean and Televise Existing Sanitary Main _____ Dollars _____ Cents	$_____	$_____
42.	1	ALL	Contract Allowance for Asphalt Core Sample Testing *Three Thousand* Dollars *Zero* Cents	$ *3,000.00*	$ *3,000.00*

_____

TOTAL AMOUNT BASE BID A – ALTERNATE 2: ITEMS 1-42 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID A – ALTERNATE 2: ITEMS 1-42 (IN WORDS)

PROPOSAL FORM (IV)

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BASE BID B: JORDAN AVENUE (FROM PATERSON AVENUE TO LUCIA PLACE) – CDBG FUNDED

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	LS	Mobilization _____ Dollars _____ Cents	$_____	$_____
2.	1	LS	Clearing Site _____ Dollars _____ Cents	$_____	$_____
3.	50	Unit	Breakaway Barricades _____ Dollars _____ Cents	$_____	$_____
4.	50	Unit	Drum _____ Dollars _____ Cents	$_____	$_____
5.	50	Unit	Traffic Cone _____ Dollars _____ Cents	$_____	$_____
6.	100	SF	Construction Signs _____ Dollars _____ Cents	$_____	$_____
7.	200	Hour	Traffic Director, Flagger *Seventy-Three* Dollars *Three* Cents	$ *73.03*	$ *14,606.00*

BASE BID B JORDAN AVENUE: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
8.	2	Unit	Inlet Filter, Type 2, 2' x 4' _____ Dollars _____ Cents	$_____	$_____
9.	480	LF	9" x 18" Concrete Vertical Curb _____Dollars _____ Cents	$_____	$_____
10.	200	LF	9" x 18" Concrete Vertical Curb (If and Where) _____Dollars _____ Cents	$_____	$_____
11.	8	SY	Detectable Warning Surface _____ Dollars _____ Cents	$_____	$_____
12.	200	LF	Granite Curb (If and Where) _____ Dollars _____ Cents	$_____	$_____
13.	60	SY	Concrete Sidewalk, 4" Thick _____ Dollars _____ Cents	$_____	$_____
14.	240	SY	Concrete Sidewalk, 4" Thick (If and Where) _____ Dollars _____ Cents	$_____	$_____
15.	70	SY	Concrete Sidewalk, Reinforced, 6" Thick _____ Dollars _____ Cents	$_____	$_____
16.	140	SY	Concrete Driveway, Reinforced 6" Thick _____ Dollars _____ Cents	$_____	$_____
17.	2,865	SY	HMA Milling, 3" or Less _____ Dollars _____ Cents	$_____	$_____
18.	335	Tons	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick _____ Dollars _____ Cents	$_____	$_____

BASE BID B JORDAN AVENUE: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
19.	180	Tons	Hot Mix Asphalt 19M64 Base Course, 4" Thick _____ Dollars _____ Cents	$_____	$_____
20.	720	SY	Dense-Graded Aggregate Base Course, 6" Thick _____ Dollars _____ Cents	$_____	$_____
21.	250	CY	Excavation, Unclassified _____ Dollars _____ Cents	$_____	$_____
22.	65	CY	Excavation, Regulated Material _____ Dollars _____ Cents	$_____	$_____
23.	2	Unit	Soil Sampling and Analyses, Regulated _____ Dollars _____ Cents	$_____	$_____
24.	30	Tons	Disposal of Regulated Material _____ Dollars _____ Cents	$_____	$_____
25.	10	Unit	Reset Water Valve Box _____ Dollars _____ Cents	$_____	$_____
26.	5	Unit	Reset Gas Valve Box _____ Dollars _____ Cents	$_____	$_____
27.	3	Unit	Reset Existing Casting (Inlets and Manholes) _____ Dollars _____ Cents	$_____	$_____
28.	2	Unit	Curb Piece _____ Dollars _____ Cents	$_____	$_____
29.	2	Unit	Bicycle Safe Grate _____ Dollars _____ Cents	$_____	$_____

BASE BID B JORDAN AVENUE: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
30.	2	Unit	Reconstructed Inlet, Type B, Using New Casting _____ Dollars _____ Cents	$_____	$_____
31.	10	LF	Traffic Stripes, 4” _____ Dollars _____ Cents	$_____	$_____
32.	320	LF	Traffic Stripes, 6” _____ Dollars _____ Cents	$_____	$_____
33.	15	LF	Traffic Marking Lines, 24” _____ Dollars _____ Cents	$_____	$_____
34.	30	SF	Traffic Markings, Symbols _____ Dollars _____ Cents	$_____	$_____
35.	250	SY	Topsoil Spreading, 4” Thick _____ Dollars _____ Cents	$_____	$_____
36.	250	SY	Fertilizing and Seeding, Type A-3 _____ Dollars _____ Cents	$_____	$_____
37.	250	SY	Straw Mulching _____ Dollars _____ Cents	$_____	$_____
38.	1	LS	Final Cleanup _____ Dollars _____ Cents	$_____	$_____
39.	1	ALL	Contract Allowance for Unforeseen Conditions *Fifteen Thousand* Dollars *Zero* Cents	$ *15,000.00*	$ *15,000.00*
40.	1	DOLL	Asphalt Price Adjustment *Seven Hundred* Dollars *Zero* Cents	$ *700.00*	$ *700.00*

BASE BID B JORDAN AVENUE: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
41.	1	DOLL	Fuel Price Adjustment *Three Hundred* Dollars *Zero* Cents	$ *300.00*	$ *300.00*
42.	2	DAY	Clean and Televise Existing Sanitary Main _____ Dollars _____ Cents	$	$
43.	1	ALL	Contract Allowance for Asphalt Core Sample Testing *Eight Thousand* Dollars *Zero* Cents	$ *8,000.00*	$ *8,000.00*

_____

TOTAL AMOUNT BASE BID B: ITEMS 1-43 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID B: ITEMS 1-43 (IN WORDS)

PROPOSAL FORM (V)

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BASE BID B – ALTERNATE 1: JORDAN AVENUE (FROM LUCIA PLACE TO VAN DYKE STREET) – CDBG FUNDED

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	LS	Mobilization _____ Dollars _____ Cents	$_____	$_____
2.	1	LS	Clearing Site _____ Dollars _____ Cents	$_____	$_____
3.	40	Unit	Breakaway Barricades _____ Dollars _____ Cents	$_____	$_____
4.	40	Unit	Drum _____ Dollars _____ Cents	$_____	$_____
5.	40	Unit	Traffic Cone _____ Dollars _____ Cents	$_____	$_____
6.	80	SF	Construction Signs _____ Dollars _____ Cents	$_____	$_____
7.	120	Hour	Traffic Director, Flagger *Seventy-Three* Dollars *Three* Cents	$ *73.03*	$ *8,763.60*

BASE BID B – ALTERNATE 1 JORDANAVENUE: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
8.	220	LF	9” x 18” Concrete Vertical Curb _____Dollars _____ Cents	$_____	$_____
9.	100	LF	9” x 18” Concrete Vertical Curb (If and Where) _____Dollars _____ Cents	$_____	$_____
10.	1	SY	Detectable Warning Surface _____ Dollars _____ Cents	$_____	$_____
11.	60	LF	Granite Curb (If and Where) _____ Dollars _____ Cents	$_____	$_____
12.	15	SY	Concrete Sidewalk, 4” Thick _____ Dollars _____ Cents	$_____	$_____
13.	150	SY	Concrete Sidewalk, 4” Thick (If and Where) _____ Dollars _____ Cents	$_____	$_____
14.	10	SY	Concrete Sidewalk, Reinforced, 6” Thick _____ Dollars _____ Cents	$_____	$_____
15.	10	SY	Concrete Driveway, Reinforced 6” Thick _____ Dollars _____ Cents	$_____	$_____
16.	1,790	SY	HMA Milling, 3” or Less _____ Dollars _____ Cents	$_____	$_____
17.	210	Tons	Hot Mix Asphalt 9.5M64 Surface Course, 2” Thick _____ Dollars _____ Cents	$_____	$_____
18.	110	Tons	Hot Mix Asphalt 19M64 Base Course, 4” Thick _____ Dollars _____ Cents	$_____	$_____

BASE BID B – ALTERNATE 1 JORDAN AVENUE: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
19.	450	SY	Dense-Graded Aggregate Base Course, 6” Thick _____ Dollars _____ Cents	$_____	$_____
20.	150	CY	Excavation, Unclassified _____ Dollars _____ Cents	$_____	$_____
21.	40	CY	Excavation, Regulated Material _____ Dollars _____ Cents	$_____	$_____
22.	1	Unit	Soil Sampling and Analyses, Regulated _____ Dollars _____ Cents	$_____	$_____
23.	20	Tons	Disposal of Regulated Material _____ Dollars _____ Cents	$_____	$_____
24.	2	Unit	Reset Water Valve Box _____ Dollars _____ Cents	$_____	$_____
25.	80	LF	Traffic Stripes, 6” _____ Dollars _____ Cents	$_____	$_____
26.	20	LF	Traffic Marking Lines, 24” _____ Dollars _____ Cents	$_____	$_____
27.	25	SF	Traffic Markings, Symbols _____ Dollars _____ Cents	$_____	$_____
28.	80	SY	Topsoil Spreading, 4” Thick _____ Dollars _____ Cents	$_____	$_____
29.	80	SY	Fertilizing and Seeding, Type A-3 _____ Dollars _____ Cents	$_____	$_____

BASE BID B – ALTERNATE 1 JORDAN AVENUE: (CONTINUED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
30.	80	SY	Straw Mulching _____ Dollars _____ Cents	$_____	$_____
31.	1	LS	Final Cleanup _____ Dollars _____ Cents	$_____	$_____
32.	1	ALL	Contract Allowance for Unforeseen Conditions *Eight Thousand* Dollars *Zero* Cents	$ *8,000.00*	$ *8,000.00*
33.	1	DOLL	Asphalt Price Adjustment *Four Hundred* Dollars *Zero* Cents	$ *400.00*	$ *400.00*
34.	1	DOLL	Fuel Price Adjustment *Two Hundred* Dollars *Zero* Cents	$ *200.00*	$ *200.00*
35.	1	DAY	Clean and Televise Existing Sanitary Main _____ Dollars _____ Cents	$_____	$_____
36.	1	ALL	Contract Allowance for Asphalt Core Sample Testing *Five Thousand* Dollars *Zero* Cents	$ *5,000.00*	$ *5,000.00*

_____

TOTAL AMOUNT BASE BID B – ALTERNATE 1: ITEMS 1-36 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID B – ALTERNATE 1: ITEMS 1-36 (IN WORDS)

BASE BID B – ALTERNATE 1 JORDAN AVENUE: (CONTINUED)

_____

TOTAL AMOUNT BASE BID A + BASE BID A – ALTERNATE 1 + BASE BID A – ALTERNATE 2 + BASE BID B + BASE BID B – ALTERNATE 1: (IN FIGURES)

_____

TOTAL AMOUNT BASE BID A + BASE BID A – ALTERNATE 1 + BASE BID A – ALTERNATE 2 + BASE BID B + BASE BID B – ALTERNATE 1: (IN WORDS)

CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to carry as a minimum the coverages described below, with insurance underwritten by a company or companies licensed to do business in the State of New Jersey. The Contractor is also required to verify that all of its sub-contractors carry the coverages listed in the minimum limits shown, and to obtain and maintain Certificates of Insurance from all such sub-contractors verifying the existence of coverage.

Worker's Compensation Insurance

Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of the State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employees' Liability, coverage will be limited as respects employees subject to the New Jersey Worker's Compensation Law, and not less than $1,000,000 for other employments or exposures.

Commercial General Liability Insurance

Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of ISO CG0001 as filed with and approved by the New Jersey Department of Banking and Insurance. This form may not be restricted in coverage by any endorsement attached to the policy, unless such limiting endorsements are made known in the contractor's bid response. Policy limits shall not be less than:

$1,000,000 Each Occurrence
$ 100,000 Fire Legal Liability
$1,000,000 Personal and Advertising Injury Liability
$2,000,000 General Aggregate**
$2,000,000 Completed Operations/Products Liability Aggregate

** The General Aggregate shall apply separately for each project or location of the Contractor.

The Borough of Wallington and Neglia Engineering Associates shall be named as an Additional Insured under Contractor's Policy using ISO Endorsement Form CG2010 Additional Insured – Owners, Lessees, or Contractors (Form B). This coverage shall be primary, including defense of the Borough of Wallington. Contractor is also reminded that the General Conditions include a Hold-Harmless Agreement from the Contractor in favor of the Borough of Wallington.

Business Auto Liability Insurance

Coverage shall be provided under the latest Standard ISO Form CA0001 as filed with and approved by the New Jersey Department of Banking and Insurance. Coverage shall be provided for Symbol 1 "Any Auto" or Symbol 2 "All Owned Autos," Symbol 8 "Hired Vehicles" and Symbol 9 "Non-Owned Vehicles." Should the Contractor neither own nor lease any automobiles, Symbol 8 and Symbol 9 are a minimum requirement. Coverages shall not be less than $1,000,000 Combined Single Limit (CSL).

The Borough of Wallington shall be named as an Additional Insured.

Umbrella Liability Insurance – Bids Exceeding $250,000

Contractor shall carry Umbrella Liability Insurance in a limit not less than $5,000,000 Each Occurrence and Annual Aggregate. This policy shall not be more restrictive than the coverage provided under the above-described primary policies, unless such limiting endorsements are made known in the Contractor's bid response. In the event of exhaustion of Primary Limits, this policy shall drop down and act as primary until the exhaustion of its limits.

Umbrella Liability Insurance – Bids Less Than or Equal To $250,000

Contractor shall carry Umbrella Liability Insurance in a limit not less than $1,000,000 Each Occurrence and Annual Aggregate. This policy shall not be more restrictive than the coverage provided under the above-described primary

policies, unless such limiting endorsements are made known in the Contractor's bid response. In the event of exhaustion of Primary Limits, this policy shall drop down and act as primary until the exhaustion of its limits.

Owner's & Contractor's Protective Liability (OCP) Insurance – Required on all Bids Exceeding $250,000

A separate Owner's and Contractor's Protective Liability insurance policy shall be provided. The minimum limit of liability shall be $5,000,000 per occurrence for combined Bodily Injury/Property Damage, with a $5,000,000 Aggregate limit of liability. The policy is to be written for the benefit of The Borough of Wallington, its officers and employees, with The Borough of Wallington as a Named Insured. The Contractor shall provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability insurance policy.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended and unendorsed commercial general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage, unless such limiting endorsements are made known in the Contractor's bid response.

At the time of presentation of Contractor's Bid for this project, Contractor shall include a Certificate of Insurance verifying that the Coverage requested above is in full force and effect. Contractor's Certificate of Insurance shall also verify notice of not less than 30 day's cancellation of coverage or non-renewal of coverage for any reason, with a 10- day notice of cancellation for non-payment of premium.

In lieu of a Certificate of Insurance, the bidding Contractor (as Principal), and the Contractor's Insurance Company Representative, may execute the following Consent of Insurance:

Whereas, _____, as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the Borough of Wallington, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

Now, therefore be it known that, if the Borough of Wallington shall accept the bid of the Principal, and the Principal shall enter into a contract with the Borough of Wallington in accordance with the terms of such bid, we the undersigned hereby state that we will provide the Principal with the insurance coverage as set forth above:

Commencement of Coverage – All required insurance coverages must be in effect no later than 12:01 A.M. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

_____

Bidder's Company Name

Sworn to and Subscribed this

_____ _____ day of _____, 201_

Authorized Signature on Behalf of Principal

_____ _____

Print Name Notary Public

INSURER:

_____

Insurance Company's Name

_____

Authorized Signature on Behalf of Insurance Company

OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the said bidder. If additional space is necessary, provide on an attached sheet.

OWNERSHIP INTEREST

Name Home Address Date of Birth Office Held Shares Owned or % of Partnership

X_____

X_____

X_____

INSTRUCTIONS: Provide below the names, home addresses, date of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary provide that information on an attached sheet. **If there are no owners with 10% or more interest in you firm, enter "None" below.** Complete the certification at the bottom of this form.

OWNERSHIP INTEREST

Name Home address Date of Birth Office Held (Shares Owned or % of Partnership)

X_____

X_____

X_____

COMPLETE ALL QUESTIONS BELOW YES NO

1.Within the past five years has another company or corporation had a 10% or greater interest in the firm Identified above? (*If yes, complete and attach a separate disclosure form reflecting previous Ownership interests.)* _____ _____

2. Has any person or entity listed in this form or its attachments ever been arrested, charge, indicted or Convicted in a criminal or disorderly persons matter by the State of New Jersey, and other State or the U.S. Government? *(If yes, attach a detailed explanation for each instance.)* _____ _____

3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? *(If yes, attach a detailed explanation for each instance.)* _____ _____

4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? *(if yes, attach a detailed explanation for each instance.)* _____ _____

5. Has any Federal, State or Local license, permit o other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issuer of suspension or revocation? *(If yes, attach a detailed explanation for each instance)* _____ _____

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 acknowledge that the Borough of Wallington is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement of misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Wallington and the Borough at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

DATE: _____

NON-COLLUSION AFFIDAVIT

(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

STATE OF NEW JERSEY)
) ss:
BOROUGH OF WALLINGTON)

I, _____ of the City of _____
(Name) (Municipality)
of full age, being duly sworn according to law on my oath depose and say that:

I am a _____
(partner, officer, etc.)

of the firm of _____
(Firm)

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Wallington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

DATE: _____

Sworn and subscribed to before me this

_____ day of _____, 201_

_____
(Notary Public)

_____
(My Commission Expires)

BUSINESS REGISTRATION CERTIFICATE(S)

N.J.S.A. 52:32-44

Effective September 1, 2004 (pursuant to P.L. 2004, C-57), all business organizations that do business with local government contracting units must register with the Department of Treasury/Division of Revenue to obtain a Business Registration Certificate.

All bidders must submit a copy of their Business Registration Certificate with their bid. In addition, the bidder must also include the Business Registration Certificate of all named or listed subcontractors in a construction bid as part of the bid submission.

The Division of Revenue issues Business Registration Certificates. There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

The Borough of Wallington plays no part in the registration process. Registration form BRC [08-01], copies of the Act and other relevant information are available by contacting the New Jersey Division of Revenue's Client Registration activity at:

Telephone: (609) 292-1730

E-Mail: www.state.nj.us/treasurery/revenue/busregcert.htm

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE(S)

N.J.S.A. 34:11-56.48

"The Public Works Contractor Registration Act" (PWCRA) set forth in N.J.S.A. 34:11-56.58 et seq, requires that all contractors and named subcontractors, bidding on or engaging in public work as set forth in N.J.S.A. 34:11-56.25, must register with the Department of Labor prior to submitting price proposals or engaging in certain public works contracts that exceed the prevailing wage threshold in the prevailing wage law (N.J.S.A. 34:11-56.26 et seq).

The term "contractor" is defined in the Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business or successor thereof who enters into a contract which is subject to the provision of "New Jersey Prevailing Wage Act," N.J.S.A. 34:11-56.25, et seq and includes any subcontractor or lower tier subcontractor as defined herein. It also includes out-of-state contractors.

It has been determined by the Borough of Wallington that the provision of service described in this bid is subject to "The Public Works Contractor Registration Act" and that all prospective bidders must submit a copy of the contractor's **Public Works Contractor Registration Certification (PWCRA)** *as well a Public Works Contractor Registration Certificate for any subcontractor listed in their bid package.*

Pursuant to Local Finance Notice 2004-9 dated 4/28/04, the term "received" means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

The Borough of Wallington plays no part in the registration process. Registration forms, copies of the Act and other relevant information are available by contacting the:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P.O. Box 389
Trenton, NJ 08625-0389

Telephone: (609) 292-9464
FAX: (609) 633-8591
e-mail: contreg@dol.state.nj.us

IDENTIFICATION OF SUBCONTRACTORS
N.J.S.A. 40A:11-16
(Must be completed for bid to be accepted.)

Instructions:
The bidder must complete this form when using subcontractor(s) for trade work required to be identified pursuant to N.J.S.A. 40A:11-16 (electrical, plumbing, mechanical, steel or ornamental iron work). It is the bidder's responsibility to comply with N.J.S.A. 40A:11-16.

The bidder states herein that the following are the names and addresses of all subcontractors it will retain for the performance of trade work required to be identified pursuant to N.J.S.A. 40A:11-16. The bidder shall also submit evidence of performance security by the way of a Consent of Surety guaranteeing performance of the subcontract by the subcontractor(s) listed herein.

Evidence of performance security may be supplied by the bidder on behalf of itself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the total amount of the bid.

The bidder shall not be permitted to substitute a subcontractor after submission of proposal.

NOTE: The bidder shall submit at the time of the bid, the Public Works Contractor Certificate and the New Jersey Business Registration Certificate for all named subcontractors.

Insert bidder's name for any required trade the bidder intends to perform "in-house" without the use of a subcontractor.

(1) **Trade**: _____

Subcontractor: _____

License #:_____

Address: _____

Surety Company: _____

(2) **Trade**: _____

Subcontractor: _____

License #:_____

Address: _____

Surety Company: _____

(3) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

(4) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

(5) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

(6) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

The Bidder, by signing below certifies the accuracy of the above information:

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____
TITLE: _____
ADDRESS: _____
_____

DATE: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ **Proposer:**_____

Pursuant to 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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

☐ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

☐ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name:_____ Relationship to Proposer:_____

Description of Activities:_____

_____

Duration of Engagement:_____ Anticipated Cessation Date:_____

Proposer 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 above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):_____ Signature:_____

Title:_____ Date: _____

EXPERIENCE QUESTIONNAIRE

(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The Contractor is to fill out the:

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, noted as AGC DOCUMENT NO: 220, 1990, included as an attachment, and produced by: THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA.

(THE ATTACHMENT MUST BE COMPLETED AND RETURNED, WITH THE BID, FOR BID TO BE ACCEPTED).

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

_____

DATE: _____

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers
American Consulting Engineers Council
American Society of Civil Engineers
Construction Specifications Institute

The contents of this statement are CONFIDENTIAL.

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

_____

_____

Telephone _____

AGC DOCUMENT NO. 220 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
© 1990, The Associated General Contractors of America.

Submitted to:
Name: _____
Address _____

_____

_____

Telephone _____

Project Name and Description (if applicable)

_____

_____

_____

_____

Contactor's General Business Information

Check If:

__ Corporation __ Partnership __ Joint Venture __ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

_____

_____

b. List of Executive Officers

Name Title

_____

_____

_____

_____

_____

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, © 1990, The Associated General Contractors of America.

If Partnership:

a. Date and State of Organization

_____

_____

b. Names of Current General Partners

_____

_____

c. Type of Partnership

__ General __Publicly Traded

__ Limited __ Other (describe): _____

If Joint Venture:

a. Date and State Organization

_____

_____

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

_____

_____

_____

_____

If Sole Proprietorship:

a. Date and State of Organization

_____

_____

b. Name and Address of Owner or Owners

_____

_____

_____

_____

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

2. On Schedule S, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.

_____

_____

_____

4. Is your organization a member of a controlled group of corporations as defined in i.R.C. Sec. 1563?
__Yes __ No

If yes, show names and addresses of affiliated companies.

_____

_____

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it? ___ Yes ___ No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
__Yes __ No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
__Yes ___ No

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

_____

_____

10. If required, can your organization provide a bid bond for this project? ___ Yes ___ No

11. What is your approximate total bonding capacity?

__ $500,000 to $2,000,000

__ $2,000,000 to $5,000,000

__ $5,000,000 to $10,000,000

__ $10,000,000 or more

AGC DOCUMENT NO. 220. CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, © 1990, The Associated General Contractors of America.

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

_____

_____

_____

_____

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank _____

Address _____

_____

_____

Account Manager _____

Telephone _____

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____
TITLE: _____
ADDRESS: _____
_____
DATE: _____

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, © 1990, The Associated General Contractors of America.

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact Include Address and Phone

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Contract Priced	Amount Completed	Date of Scheduled Completion	Reference/Contact Include Address and Phone

SCHEDULE C- PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction

Form 1
Documentation Statement and Acknowledgement

(Must be submitted by the Sub receipient)

PROJECT NAME:_____

The County of Bergen has adopted a program to encourage the participation of Minority Business Enterprises/Disadvantaged Business Enterprises (MBE/DBE/WBE) on its public works construction projects. The signed statement serves as a commitment by the undersigned company to comply with this program as outlined by the County, relative to the involvement of MBE/DBE/WBE firm in County guidelines.

The undersigned Company will adhere to County program guidelines set forth to utilize MBE/DBE/WBE businesses in all construction projects, and all program forms 1-6 (revised 3/13/17) have been reviewed and understood.

Company Representative (Signature)	Date
Company Representative (Printed)	Title
Company Name	Telephone Number
County, State, Zip	Fax Number

Form 2
Bid Solicitation Notice

(Must be submitted by the Sub receipient)

BID DATA

1. GENERAL CONTRACTOR:_____

ADDRESS:_____

CONTACT (S):_____

PHONE:_____

FAX:_____

E-MAIL:_____

2. OWNER:_____

3. NAME OF PROJECT:_____

4. SCHEDULE PRE-BID MEETING

DATE/TIME:_____

LOCATION:_____

5. DATE/TIME FOR RECEIPT OF BIDS:_____

6. SCHEDULE BID OPENING

DATE/TIME:_____

LOCATION:_____

7. ESTIMATED JOB START DATE:_____

8. ESTIMATED COMPLETION DATE:_____

Form 3
Participation Goal

(Must be submitted in the contractor's sealed bid)

General Contractor: _____

Contact: _____

Name of Project: _____

Date Submitted: _____

The project has a goal of ten to twenty percent (10-20%) MBE/DBE/WBE participation. Provide a brief summary of how this goal will be achieved. Failure to submit this form may result in a bid being rejected for non-responsiveness.

My goal for this project is_____ %.

I plan on achieving this goal by: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Form 4
Contractors Submitting Bids

(Must be submitted in the contractor's sealed bid)

General Contractor: _____

Contact: _____

Name of Project: _____

Date Submitted: _____

All MBE/DBE/WBE Firms Submitting Bids	Scope of Work

Form 5
Unavailability Certification

(Must be submitted with contractor's sealed bid identifying if an MBE/DBE/WBE)

I, _____ (Name/Title),

of _____(Company) certify

that on _____(Date) I contacted the following Minority/Disadvantaged Business Enterprise to

obtain proposals/bids for the following work items:

MDE/DBE/WBE Firm	Work Items Sought	Form of Proposal Sought

To the best of my knowledge and belief, said Minority/Disadvantaged Business Enterprises were unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s): _____

_____

_____

_____(Name of MBE/DBE/WBE) was offered an

opportunity to submit a proposal on the above identified work on _____(Date) by _____

_____(Company Name).

The above statement is a true and accurate account of why I did not submit a proposal/bid on this project.

_____(Signature of MBE/DBE/WBE)

_____(Date)

_____(Title)

(This form to be completed by each MBE/DBE/WBE listed, which was contacted, but did not submit a bid/proposal)

(Use additional pages if necessary)

Form 6
Project Closeout Report

(To be submitted upon completion of project / final drawdown by contractor)

General Contractor: _____

Contact: _____

Name of Project: _____

Total Contract Amount: $ _____

Final Contract Amount: $ _____

Date Submitted: _____

All MBE/DBE/WBE firms verified	Original subcontract amount	Final subcontract amount

State of New Jersey
Department of Transportation

Special Provisions
For
State Aid Projects

Chris Christie
Governor

Kim Guadagno
Lt. Governor

James S. Simpson
Commissioner

Edition 2011

SPECIAL PROVISIONS
FOR
STATE AID PROJECTS

FOR

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

IN THE BOROUGH OF WALLINGTON

COUNTY OF BERGEN

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

WAGE RATES

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. 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

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

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, 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 "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2001~~4~~7 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2001~~4~~7 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 401 –HOT MIX ASPHALT (HMA) COURSES

ALTERNATE SUBSECTIONS 401.03.03 H, I AND J
FOR
STATE AID PROJECTS

****

401.03.03 H AIR VOIDS ACCEPTANCE PLAN

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

H. Air Void Requirements.

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

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

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 1.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the in-place air voids of each completed lot outside the acceptable range of 2 percent air voids to 8 percent air voids.

The RE will assess a reduction in lot due to nonconformance to air voids according to the Table 401.03.03-3.

Table 401.03.03-3 Reduction for Nonconformance to Air Voids Requirements

Lot Average Air Void Value (Five Samples)	Reduction Per Lot (Percent of Lot)
0.0 to 1.9	10
2.0 to 8.0	0
8.1 to 9.0	5
9.1 to 10.0	15
10.1 to 12.0	30
Over 12.0	Remove & Replace

If the average air voids for the lot is greater than 12.0 percent, remove and replace the lot. The replacement work is subject to the same requirements as the initial work.

401.03.03 I THICKNESS REQUIREMENTS

****

ADD THE FOLLOWING FOR RESURFACING PROJECTS.

****

THIS SUBSECTION IS DELETED. IN NO INSTANCE WILL A COMPACTED AVERAGE THICKNESS OF LESS THAN 1.25 INCHES BE ACCEPPTABLE.

****

ADD THE FOLLOWING FOR NEW CONSTRUCTION, COMPLETE RECONSTRUCTION OR WIDENINGS GREATER THAN EIGHT FEET.

****

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

I. Thickness Requirements.

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

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

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

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 1.

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

1. **Total Thickness.** The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows:

   a. **Sample Mean ($\overline{X}$) and Standard Deviation (S) of the N Test Results (X_1, X_2,..., X_N).**

$$\overline{X} = \frac{(X_1 + X_2 + \ldots + X_N)}{N}$$

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

   b. **Quality Index (Q_l).**

   $Q_L = (\overline{X} - T_{des})/S$, and T_{des} is the design thickness.

   c. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with Q_L (lower limit).

   d. **Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.03-5.

Table 401.03.03-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness

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

Over 45.0	Remove & Replace

e. Removal and Replacement. If the lot PD ≥ 45, remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.

2. Surface Course Thickness. The Laboratory will evaluate the surface course solely to determine whether a remove-and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with PD ≤ 25 and will reject pavement lots with PD > 25.

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

a. Sample Mean ($\overline{X}$) and Standard Deviation (S) of the N Test Results (X_1, X_2,..., X_N). Calculate using the formula as specified in 401.03.03.I.1.

b. Quality Index (Q).

$Q_L = (\overline{X} - T_{all})/S$, where T_{all} is the minimum allowable thickness from Table 401.03.03-6.

Table 401.03.03-6 Surface Course Thickness Requirements

HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T_{all})
4.75 MM	0.75 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

c. Percent Defective. Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with Q_L (lower limit).

d. Removal and Replacement. If the surface course fails to meet the acceptance requirement with a PD ≤ 25, the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

REPLACE 401.03.03.J WITH THE FOLLOWING:

J. Ride Quality Requirements. The Department may evaluate the HMA surface course placed in travel lanes using the International Roughness Index (IRI) according to ASTM E 1926. Other areas will be tested with a ten foot straight edge. The Department will use the measured IRI and straight edge to compute pay adjustment (PA). The PA will be negative for defective work.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with certification requirements according to NJDOT R-1.

The Department will calculate the Pay Adjustment (PA) as specified in Table 401.03.03-7 and will base PA on lots of 0.01mile length for each travel lane.

1. Smoothness Measurement.

The testing agency will test the longitudinal profile of the HMA surface course for ride quality with a Class 1 Inertial Profiling System according to AASHTO MP 11 approved according to AASHTO PP 49.

The testing agency will test the full extent of the pavement in the direction of travel in each wheel path. The single IRI value reported for each 0.01-mile lot of pavement is the average of 3 runs.

2. Other Areas.

In addition to the above, a 10-foot straightedge shall be used for the following areas: transverse profile of the finished riding surface, longitudinal and transverse profile of shoulders and ramps, utility hardware, drainage inlets and manholes, and any other areas so designated in the Special Provisions. Any areas that have more than a 1/4-inch deviation between any two contact points of the straightedge shall be corrected by the Contractor using infrared heating to rework the material in a manner approved by the Engineer. Following correction, the area will be retested to verify compliance, each individual non-complying location will be assessed $250 negative PA.

3. Control Testing.

Perform control testing during HMA placement to ensure compliance with the ride quality requirements specified in Table 401.03.03-7.

4. Preparation for IRI Testing.

Provide the necessary traffic control when the testing agency performs IRI testing. Perform required mechanical sweeping of the surface course before IRI testing. To facilitate auto triggering on laser profilers, place a single line of preformed traffic marking tape perpendicular to the roadway baseline 300 feet before the beginning of each lane to be tested.

5. Acceptance.

The Engineer will determine acceptance and make payment adjustments based on the following:

i. Pay Adjustment.

The pay equations in Table 401.03.03-7 express the pay adjustment in dollars per lot of 0.01 mile. For lots of any other length, the Engineer will scale the pay adjustment up or down in proportion to the actual length of the lot. IRI numbers are in inches per mile.

Table 401.03.03-7 Pay Equations for IRI Ride Quality for 0.01 Mile

Local Roadways with Posted Speed ≥ 45 MPH	IRI ≤ 100	PA = $0
	100 < IRI ≤ 170	PA = (IRI − 100) × (− $1.43)
	IRI > 170	Remove & Replace
Local Roadways with Posted Speed < 45 MPH	IRI ≤ 120	PA = $0
	120 < IRI ≤ 220	PA = (IRI − 120) × (− $1.00)
	IRI > 220	Remove & Replace

ii. Retest provision.

After testing, if the IRI exceeds the Remove and Replace value (RRV) in Table 401.03.03-7, the testing agency will retest the lot. The testing agency will average the IRI values from the initial test and the retest to determine the final result.

iii. Removal and Replacement.

If the average IRI is greater than the RRV after a retest is performed, remove and replace the lot. Any replacement work is subject to the same requirements as the initial work. If only a small percentage (less than 8 percent) of paving lots falls under the RRV, the RE may allow the Contractor to submit a plan for corrective action. If the Contractor's plan for corrective action is not approved, the RE may require removal and replacement, or may allow the lot to remain in place and the lot will be subject to the pay adjustment as computed in Table 401.03.03-7. If the Contractor's plan for corrective action is approved and the lot is reworked, the testing agency will test and evaluate it as a new lot that must meet the same requirements as the initial work.

SECTION 902 –ASPHALT

902.02.03 MIX DESIGN

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

UNLESS OTHERWISE APPROVED BY THE ENGINEER, ONLY ONE SOURCE OF SUPPLY FOR HOT MIX ASPHALT SURFACE COURSE MAY BE USED ON THE PROJECT.

902.02.04 SAMPLING AND TESTING

****

DETERMINATION OF CONFORMANCE TO THE VOLUMETRIC PROPERTIES BY SAMPLING AND TESTING AT THE HMA PLANT BY AN INDEPENDENT TESTING AGENCY AND/OR LABORATORY IS PREFERRED; HOWEVER, THE FOLLOWING CHANGES TO SUBSECTION 902.02.04 MAY BE USED AS AN ALTERNATE TO THE SAMPLING AND TESTING PROVISIONS LISTED IN SUBSECTION 902.02.04 TO DETERMINE CONFORMANCE TO THE SPECIFICATION REQUIREMENTS.

****

ADD THE FOLLOWING TO 902.02.04:

F. Acceptance of HMA. The Department may accept the HMA as specified in 902.02.04.A through 902-02.04,E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Alternatively, the Department may accept the HMA by Certification of Compliance according to 106.07.

Baseline Document Changes

Baseline Document Change (BDC) Announcements are notices that a Baseline Document has been modified in part or in whole. A Baseline document is defined as any official document that has gone through an initial approval process and was approved for use as intended. Thus a BDC is an alteration to or rewriting of any officially approved document. New documents are also announced with a BDC.

For additional BDC's to the 2007 specs that are not covered in this document :

http://www.state.nj.us/transportation/eng/documents/BDC/

SPECIAL PROVISIONS

2019 ROADWAY IMPROVEMENTS PROGRAM
VARIOUS STREETS (NJDOT AND CDBG FUNDED)

BOROUGH OF WALLINGTON

COUNTY OF BERGEN

The scope of work under Base Bid A will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Hathaway Street (from Main Street to Locust Avenue) and Chestnut (From Willow Avenue to Pine Street) within the Borough of Wallington. These improvements are being funded by a NJDOT Municipal Aid Grant.

The scope of work under Alternates 1 and 2 within Base Bid A will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Chestnut Street (from Pine Street to Lexington Avenue) within the Borough of Wallington. These improvements are being funded by a NJDOT Municipal Aid Grant.

The scope of work under Base Bid B will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Jordan Avenue (from Paterson Avenue to Lucia Place) within the Borough of Wallington. These improvements are being funded by the Bergen County Community Development Block Grant Program (CDBG).

The scope of work under Alternate Base Bid B will consist of milling, resurfacing, selective full-depth pavement reconstruction, curb construction, ADA ramp construction, driveway apron construction, sidewalk construction and resetting of all storm and sanitary structures along Jordan Avenue (from Lucia Place to Van Dyke Street) within the Borough of Wallington. These improvements are being funded by the Bergen County Community Development Block Grant Program (CDBG).

AUTHORIZATION OF CONTRACT

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project. However, the Contractor is advised that with respect to bidding requirements and conditions, as well as the award and execution of contract, the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package shall prevail over the 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation.

These Special Provisions consist of the following:

Pages 1 to 10 inclusive.

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

Attachment A – Additional Technical Specifications for Non-NJDOT Payment Items

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.03 TERMS

THE FOLLOWING TERMS ARE CHANGED OR ADDED:

Commissioner. The term "Commissioner" means the Mayor of the municipality when the Contract is to be executed by a municipality, either as created by law, acting or through his duly authorized representatives, such representative acting within the scope of the particular duties delegated to them.

Department. The term "Department" means the Owner where the Contract is to be executed.

Department Laboratory. The term "Department Laboratory" means the testing laboratory retained by the Owner, or as the Owner may designate.

Engineer. The term "Engineer" means the Owner's Engineer, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

R.E. The abbreviation "R.E" means the Owner's field representative having direct supervision of the administration of the Contract as designed by each Municipal Engineer in the Cooperative.

Contracting Agency. The term "contracting agency" means the public entity who issues the Master Contract. The Contracting Agency is the Borough of Wallington.

101.04 INQUIRIES REGARDING THE PROJECT

SUBSECTION 1 IS MODIFIED AS FOLLOWS

1. **Before Award of Contract.** Submit inquiries to the following individual:

   David Juzmeski, P.E., P.P.
   Neglia Engineering Associates
   34 Park Avenue
   Lyndhurst, New Jersey 07071
   Email: djuzmeski@negliaengineering.com
   Telephone: (201) 939-8805

2. **After Award of Contract.**

   David Juzmeski, P.E., P.P.
   Neglia Engineering Associates
   34 Park Avenue
   Lyndhurst, New Jersey 07071
   Email: djuzmeski@negliaengineering.com
   Telephone: (201) 939-8805

THE FOLLOWING SECTIONS ARE REMOVED

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

THE FOLLOWING IS ADDED WITH RESPECT TO THE AFOREMENTIONED REMOVED SECTIONS:

With respect to bidding requirements and conditions, as well as the award and execution of contract, the Contractor shall comply with the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package. The Borough's contract requirements shall prevail over the 2019 NJDOT Standard Specifications with respect to the same.

SECTION 105 – CONTROL OF WORK

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

THE FOLLOWING IS ADDED

A listing of respective utility purveyors is provided within the contract plans. The Contractor shall be responsible for contacting the respective utilize purveyors prior to construction commencement to acquire utility mark-outs.

SECTION 105 – CONTROL OF MATERIAL

106.03 FOREIGN MATERIALS

THE FOLLOWING IS ADDED AFTER PARAGRAPH 4

The Contractor's attention is directed to all existing Federal and State statues and regulations which prohibit on any Public Work, the use of materials produced or manufactured outside of the United States of America. Exceptions to this prohibition, upon the findings of the R.E., are allowed only where such enforcement would be inconsistent with public interest or where the materials is not produced or manufactured in the United States in commercial quantities and of sufficient quality.

If the R.E. finds that in performance of the Contract there has been a failure to comply with the provisions relative to foreign materials, the R.E. shall make public such findings and no other Contract for the construction of any Public Work by this contracting agent shall be awarded to such Contractor, or to any Partnership, Association, or Corporation, with which such Contractor is associated or affiliated, within a period of three (3) years after such findings is made public.

When the use of foreign material is allowed by the R.E. such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United State shall be delivered to a location, approved by the R.E., where they shall be retained until examination can be completed.
2. The Contractor shall arrange, at his expanse, any testing which the R.E. feels necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a Certificate of Compliance. In addition, certified mill test reports shall be attached to the Certificate of Compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of Compliance shall contain the information as previously described above.

On project utilizing Federal funds, the Contractor's particular attention is directed to the Federal Statues and regulations which establish the "Buy American" requirements applicable to the project. The Contractor must comply with these requirements in addition to those provided under applicable State Law.

SECTION 107 – LEGAL RELATIONS

107.11 RISKS ASSUMED BY THE CONTRACTOR

107.11.02 General Insurance

SUBSECTIONS A AND B OF THIS SECTION ARE REMOVED AND REPLACED WITH THE FOLLOWING

The Contractor (i) shall purchase from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, and shall carry, the insurance described in subparagraphs A through D below, in the minimum limits shown, for the purpose of protecting the Contractor and, under the insurance described in subparagraphs B through D below, its Additional Insureds, including the Owner (Borough of Wallington),the Engineer (Neglia Engineering Associates) each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from claims (including claims for damages for bodily injury, including accidental or wrongful death, as well as claims for property damage) which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations

be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; (ii) shall obtain and deliver to the Owner the Certificates of Insurance required by subparagraph E below; (iii) shall also ensure that all of its Subcontractors carry the coverages described in subparagraphs A through E below, in the minimum limits shown, it being understood, however, that a Subcontractor shall be excused from carrying any of such insurance only if such Subcontractor is named an Additional Insured under the Contractor's policy or policies; and (iv) shall obtain and deliver to the Owner copies of Certificates of Insurance from all such Subcontractors confirming the existence of their required insurance coverage:

(A) Worker's Compensation Insurance

The Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of The State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employers' Liability, such coverage will be unlimited as respects employees subject to the New Jersey Workers' Compensation Law, and not less than $1,000,000 for other employments or exposures.

(B) Commercial General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of Standard ISO (Insurance Services Office) Form CG0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage under the Commercial General Liability Insurance policy may not be restricted by any endorsement attached thereto. The policy limits shall not be less than:

$1,000,000	Each Occurrence.
$100,000	Fire Legal Liability.
$1,000,000	Personal and Advertising Injury Liability.
$2,000,000	General Aggregate**.
$2,000,000	Completed Operations/Products Liability/Aggregate.

** The General Aggregate shall apply separately for each project or location of the Contractor.
The Owner (Borough of Wallington), the Engineer (Neglia Engineering Associates) and each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, will (through the use of ISO Endorsement Form CG 20 10 07 04, Additional Insured - Owners, Lessees or Contractors) all be named as Additional Insureds under the Contractor's policy.

(C) Business Auto Liability Insurance

The Contractor shall carry Business Auto Liability Insurance coverage under the latest version of Standard ISO Form CA0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage shall be provided for **either** Symbol 1 ("Any Auto") **or** Symbol 7 ('All Scheduled Vehicles') **plus** Symbol 8 ('Hired Vehicles') **plus** Symbol 9 ('Non-Owned Vehicles'). This coverage shall be not less than $1,000,000 Each Occurrence; and the Owner, the Engineer and each of the municipalities in which the on-site work is to be performed, as well as their respective agents, officers and employees, shall be named as Additional Insureds.

(D) **Umbrella Liability Insurance**

For a Contract for **more than $250,000**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than $5,000,000** Each Occurrence and Annual Aggregate.

For a Contract for **$250,000 or less**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than $1,000,000** Each Occurrence and Annual Aggregate.

No such Umbrella Liability Insurance policy shall be more restrictive than the coverage provided for under the above-described primary policies.

Any such Umbrella Liability Insurance policy shall contain a clause stating that, in the event the primary coverage is impaired or exhausted, such policy shall take effect (drop down) and act as primary coverage until the exhaustion of its limits.

(E) **Certificates of Insurance: If the Contractor has submitted a Consent of Insurance as part of his submission, then in that event, after the Bid of the Contractor has been accepted by the Owner, but simultaneously with the Contractor's entry into a Contract with the Owner, the Contractor shall obtain from its insurer(s) and deliver to the Owner copies of Certificate[s] of insurance (i) confirming**

that all of the above-described coverage is in full force and effect, (ii) stating the limits of liability and the expiration dates of each policy and type of coverage, (iii) listing all required Additional Insureds, and (iv) stating that the Owner will receive not less than 30 days' advance written notice of either a cancellation of any coverage prior to the expiration date of any policy or any non-renewal (as of the expiration date of any policy) of any insurance coverage. Renewal Certificates covering the renewals of all policies expiring during the life of the Contract shall be filed with the Owner not less than 10 days before the expiration of all such policies.

The insurance required above shall be written for not less than the limits of liability specified therein. Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interpretation from date of commencement of the Work until the date of final payment and the termination of any coverage required to be maintained after final payment.

The forms and/or amounts of insurance to be furnished by the Contractor and each of its Subcontractors shall not in any way operate to relieve or limit the liability of the Contractor or any Subcontractor under the Contract or any other of the Contract Documents.

The Contractor shall not commence work under the Contract until all insurance required of the Contractor has been obtained and has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Owner. Approval of such insurance by the Owner shall not relieve or decrease the liability of the Contractor under the Contract or the Contract Documents.

The Contractor and each of its Subcontractors shall purchase from and maintain insurance with companies which, as of the time of the Bid (in the case of the Contractor) and as of the time of the purchase (in the case of the Subcontractor), have at the very least an A Minus rating by A.M. Best & Company.

All of the insurance to be provided shall be considered to be primary insurance as respects the Owner, the Engineer and the municipalities in which the on-site Work is to be performed. The Contractor will save harmless, indemnify and defend the Owner, the Engineer and the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from any and all claims arising out of the Contractor's performance.

THE FOLLOWING SECTION IS REMOVED

SECTION 108 – PROSECUTION AND COMPLETION

With respect to the prosecution and completion of the contract, the Contractor shall comply with the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package. The Borough's contract requirements shall prevail over the 2019 NJDOT Standard Specifications with respect to the same.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENT

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEM IS REMOVED

Item	*Pay Unit*
CONSTRUCTION LAYOUT	DOLLAR

THE FOLLOWING IS ADDED:

No specific payment will be made for construction layout and the cost thereof shall be included in the prices bid for the various items within the bid proposal.

SECTION 161 – FINAL CLEANUP

161.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

In addition, the requirement indicated within this section, payment for the Item FINAL CLEANUP shall also include the following:

A. Under this item the Contractor shall restore the work site and access area to its original condition including, but not limited to, installation of both temporary and permanent striping, remove and reset street, road and parking lot signs, remove and reset slate pavers, remove and dispose of all topsoil, seeding, and landscaping, sidewalks, roadways, curbs, cleaning and removal of stockpiles and equipment, and all else not specifically covered elsewhere in these specifications. All concrete aprons shall be restored.

B. This item includes restoration of adjacent parking areas, residential and commercial driveways, associated striping, and landscaping disturbed during construction. Driveways shall be restored with material matching existing material in a uniform seamless manner. Disturbed landscaped areas shall restored in-kind. All existing painted curbs which are damaged during construction shall be repainted in-kind.

C. The Contractor shall replace all roof leaders along curb with PVC Schedule 40 Pipe, or approved equal.

In addition to the above, this Item includes the furnishing of all materials, labor and equipment and all else necessary therefore and incidental thereto as required for the final cleanup and all incidental work necessary.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The payment for the Item CLEARING SITE shall include the following, as required:

A. Under this item the Contractor shall remove and dispose of the existing asphalt pavement, existing curb ramps, sidewalks, dirt, stones, and all debris as needed within project limits; the removal of which is required for carrying out the work of this project, shall be removed and disposed of off-site.

B. The Contractor shall remove and dispose of any reinforced concrete pavement, bituminous pavement, castings and curb pieces as necessary for the project. He shall remove and reset street any road signs, remove and reset any shrubs and fences, remove and reset to grade manhole and catch basin frames, gas and water valves, and complete all other removals and relocations required for the work and not specifically covered elsewhere for payment.

C. The Contractors are advised to make a site visit, check the existing site conditions, and determine the detail scope of work for the site clearing before the bidding of this project.

D. Removal of debris, disposal of materials, and all else necessary therefore, incidental thereto and included herein.

In addition to the above, this Item includes the furnishing of all materials, labor and equipment and all else necessary therefore and incidental thereto as required for the site clearing and all incidental work necessary.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 602 – DRAINAGE STRUCTURES

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Payment for the Item RESET EXISTING CASTING shall include resetting of all existing drainage manholes and structures (including inlet curb pieces and grates).

Payment for the Item RECONSTRUCTED INLET, TYPE B, USING NEW CASTING shall include the removal of the existing inlet, all associated excavation and disposal, all work included in the repair of the existing pavement, inclusive of the 6-inch dense graded aggregate section and 4-inch hot mix asphalt base course, 19M64 section, to include disturbed striping and signage, and cleaning pavement in connection therewith, all materials, labor and equipment necessary to construct inlets, as shown on the plans or as directed by the engineer. No specific payment shall be made for curb replacement due to broken or damaged curb outside of the project limits resulting from Contractor error. Locations of proposed inlet reconstruction shall be field verified by the Borough Engineer prior to construction commencement.

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.03.02 Concrete Sidewalks, Driveways, and Islands

THE FOLLOWING IS SUBSECTION IS ADDED:

J. **Subgrade.** All sidewalks and driveways shall contain ¾" clean crushed stone subgrade, as illustrated on the construction details provided within the contract plans. Clean crushed stone shall be uniform in texture and quality and shall conform to the Section 901.03.

606.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Payment for the Items CONCRETE SIDEWALK, 4" THICK, CONCRETE SIDEWALK; CONCRETE SIDEWALK, REINFORCED, 6" THICK; and CONCRETE DRIVEWAY, REINFORCED, 6" THICK shall include the all required excavation and disposal, subgrade, backfill, steel mesh reinforcement, reinforcement joints, replacement/reconstruction of all existing roof leaders, all materials, labor, sawcutting, equipment, and all else necessary to construct and/or reconstruct the sidewalk and driveway aprons, as shown on the plans, or directed by the Borough Engineer.

SECTION 607 – CURB

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Payment for the Items 9" x 18" CONCRETE VERTICAL CURB and GRANITE CURB shall include the cost of sawcutting, curb & driveway, backfill, construction of curbs and headers, removal of existing curbs, all work included in the two foot repair strip pay limit as shown in the detail, inclusive of the 6-inch dense graded aggregate section and 4-inch hot mix asphalt base course 19M64 section, to include disturbed striping and signage, and cleaning pavement in connection therewith, all materials, labor and equipment necessary to construct concrete curb, as shown on the plans or as directed by the engineer. No specific payment shall be made for curb replacement due to broken or damaged curb outside of the project limits resulting from contractor error. No separate payment will be made for the reconnection of the sump pump outlets or roof leaders and should be accounted for in the bid items. Locations of proposed portions of curb reconstruction shall be field verified by the Borough Engineer prior to construction commencement.

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

610.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

All traffic stripes and markings installed as part of this project shall be thermoplastic.

DIVISION 650 – UTILITIES

SECTION 652 – SANITARY SEWERS

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE REMOVED

Item	*Pay Unit*
RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	UNIT
RESET MANHOLE, SANITARY SEWER, USING NEW CASTING	UNIT

THE FOLLOWING IS ADDED:

Payment for the resetting of all sanitary manholes and structures shall be made under the Item RESET EXISTING CASTING.

ATTACHMENT A – ADDITIONAL TECHNICAL SPECIFICATIONS FOR NON-NJDOT PAYMENT ITEMS

SECTION 011100 – CONTRACT ALLOWANCE

PART 1 – GENERAL

1.1 DESCRIPTION

A. The Contractor shall include in the Proposal an allowance described herein and in the Proposal.

1.2 ALLOWANCE FOR UNFORESEEN CONDITIONS

A. The work shall include the portion of the stipulated amount, as indicated in the Proposal as an allowance for unforeseen conditions as directed and approved by the Engineer.

B. Submittal Requirements

The Contractor shall provide all invoices from labor, subcontractors and material to the Engineer for his review and approval. The Contractor shall not be reimbursed under the allowance for any work, which he has not demonstrated is part of the work authorized by the Engineer.

The Contractor shall not proceed with the work associated with the cash allowance until all costs associated with the work have been authorized in writing by the Engineer.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The actual charges made will be the Contractor's costs calculated in accordance with the Bid Items or if not included in these items, costs shall be agreed to in writing prior to the initiation of services under the item **CONTRACT ALLOWANCE FOR UNFORESEEN CONDITIONS** in the **BASE BID A, BASE BID A – ALTERNATE 1, BASE BID A – ALTERNATE 2, BASE BID B** and **BASE BID B – ALTERNATE 1** Proposals.

This item is intended to be utilized to compensate the Contractor for the unknown areas of the work or other facilities not specified, but necessary to complete the work not called for or shown on the plans.

The Contractor will be paid from the allowance based on a mutually agreeable price between the Contractor and the Engineer prior to commencing modifications for those items as ordered by the Engineer in writing.

The contractor shall allow $25,000, $5,000, $10,000, $15,000 and $8,000 in the Base Bid A, Base Bid A - Alternate 1, Base Bid A – Alternate 2, Base Bid B and Base Bid B – Alternate 1 Proposals, respectively, to cover this work for contract allowance for testing and disposal of unsuitable soils. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of the full allowance. If no work is done under this item, the full amount of $25,000, $5,000, $10,000, $15,000 and $8,000 in the Base Bid A, Base Bid A - Alternate 1, Base Bid A – Alternate 2, Base Bid B and Base Bid B – Alternate 1 Proposals, respectively shall not be paid by the owner to the Contractor. To qualify for payment, work must be ordered by the Engineer in writing.

END OF SECTION

SECTION 038213 – ASPHALT CORE SAMPLES

PART 1 – GENERAL

1.1 DESCRIPTION

This project will follow current requirements for core samples as outlined below and as found within Section 401.03.05 of the current NJDOT Standard Specifications. Upon successfully removing the core drilled sample, the remaining void shall be backfilled with aggregate and asphalt, at the thicknesses specified within the plans. A portion of the specification is summarized below for use within this project.

Upon completion of an HMA lot, drill cores at random locations determined by the RE at least 12 hours after paving. Take cores in the presence of the RE.

Use drilling equipment with a water-cooled, diamond-tipped, masonry drill bit that shall produce 6-inch nominal diameter cores for the full depth of the pavement. Remove the core from the pavement without damaging it. After removing the core, remove all water from the hole. Apply an even coating of tack coat to sides of the hole. Place HMA in maximum lifts of 4 inches in the hole and compact each lift. Ensure that the final surface is 1/4 inch above the surrounding pavement surface.

For test strip lots and the first traveled way lot, deliver cores within 48 hours of completing the lot. Deliver all other acceptance cores within 7 days of completing the lot. After each air void lot is placed, drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.03.I, drill the surface course air void cores for the full depth of pavement. The Department will test the full-depth cores for surface course air voids, surface course thickness, and total thickness. At least 24 hours prior to coring, provide a tamper proof core sample box for the RE's inspection and approval. Ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. Ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. Mark the Department assigned core number on the side of the sample. Place core samples and corresponding forms, including a completed and signed Form DC-286 Contractor's certificate of compliance Core sample delivery, in the core sample box. Ensure Form DC-286 is also signed by a Department witness. Before sealing the core sample box, ensure that the RE has recorded the seal number on the laboratory form. Transport the sealed core sample boxes to the Department Laboratory. The RE at his discretion may decide to deliver the core samples as indicated above.

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

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION – Not Applicable

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY & PAYMENT

A. Payment for Asphalt Core Samples shall be made on a reimbursement for all approved core samples within the allowance price given for item **CONTRACT ALLOWANCE FOR ASPHALT CORE SAMPLE TESTING** in the **BASE BID A, BASE BID A – ALTERNATE 1, BASE BID A –**

ALTERNATE 2, BASE BID B and **BASE BID B – ALTERNATE 1** Proposals, which prices shall include the cost of, any and all materials, all labor and equipment and all else necessary and incidental thereto, including the backfilling of voids left within the pavement due the removal of core samples with stone and asphalt, at the thicknesses specified within the plans. All bills are to be submitted to the Engineer for review and approval prior to reimbursement for any adjustment in the unit price for asphalt.

END OF SECTION

SECTION 321600 – CURB PAINTING

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item shall include the painting of Concrete Curbs, as per local ordinance.

PART 2 – PRODUCTS

2.1 MATERIALS

A. 2019 NJDOT Standard Specifications.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. Painting of curb shall be in accordance with local ordinances and as per Police Chief's requirements.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No specific payment will be made for curb painting associated for construction related to ADA ramp improvements, curb construction and sidewalk improvements. These shall be included in the price bid for aprons, sidewalks, and curbs within the respective bid items, which the price shall include the cost of, any and all materials, all labor and equipment and all else necessary and incidental thereto.

END OF SECTION

SECTION 340025 – VIDEO INSPECTION AND CLEANING

PART 1 – GENERAL

1.1 DESCRIPTION

1.1.1 Work Included

A Cleaning and Video Inspection System including but not necessarily limited to:

1. Cleaning System.
2. Video System.
3. Controls.

1.2 QUALITY ASSURANCE

1.2.1 Standard

Comply with Hydraulic Institute, OSHA, National Electric Code.

1.2.2 Operating Cost

Separate payment shall not be made for these items, but will be included in the unit price bid for the Cleaning and Video Inspection Item.

1.3 SUBMITTALS

1.3.1 Product Data

1. Manufacturer's specifications and other data required to demonstrate compliance with the specific requirements.

2. A complete materials list showing all items to be furnished and installed under this Section.

3. Complete shop drawings of all work of this Section, showing dimensions and locations of all items, including supporting structure and clearance requirements.

1.3.2 Schedule

1. Complete the cleaning and video inspection of the sewer ordered by the Engineer within 60 days of the Notice to Proceed.

2. Provide an updated map of the portion of the sewer, including all points of connection to the sewer, within 90 days of the Notice to Proceed.

PART 2 – PRODUCTS

2.1 CLEANING SYSTEM

2.1.1 Design

The designated sewer manhole sections shall be cleaned using hydraulically propelled or high-velocity jet equipment. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment shall be satisfactory of the Owner's Representative. The equipment shall be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

2.1.2 Hydraulically Propelled Equipment

The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment, which cannot be collapsed, is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

2.1.3 High-Velocity Jet (Hydrocleaning) Equipment

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

2.2 VIDEO INSPECTION SYSTEM

2.2.1 General

Video equipment used for the inspection shall be specifically designed and constructed for sewer line inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions, with a minimum of 600-line resolution and shall be capable of showing the entire inside periphery of the pipe. Picture quality and definition shall be to the complete satisfaction of the Engineer. Video equipment, if determined to be unsatisfactory by the Engineer, shall be removed from the job site and replaced with acceptable equipment at no additional cost. The Contractor shall certify that backup equipment is available and can be delivered to the site within 24 hours. He shall also submit an equipment list to the Engineer for approval before commencement of the work.

The video equipment shall include a color rotating head camera, which is capable of spanning 360 degrees' circumference, and at 270 degrees in the horizontal axis to televise sewer service laterals and locate defects and areas of concern.

2.2.2 Requirements

Video inspection system shall include the following requirements for camera, video and report. The Contractor shall comply with the following minimum requirements:

1. All pipes shall be cleaned.

2. Two (2) tapes (a VHS and a DVD Format) shall be submitted to the Engineer accompanied by two (2) video logs.

3. The Video tapes shall include the following requirements:

    a. Manhole number (designated by the Engineer) on the front and side to the area.

    b. Street name with interesting street indicated on the front and side to the area.

    c. Job name, direction of camera, date, time, location, highlighted on the audio track.

    d. Running footage counter.

    e. Commentary on all physical attributed including but not limited to defects, connections and unusual conditions.

    f. Adequate lighting for viewers of entire internal surface for a distance of eight (8') feet upstream of the camera direction.

    g. No background noise.

    h. Two (2) copies of a map, approved by the Engineer, illustrating the limits of video inspection maps should be affixed to the video tape.

4. The video logs shall include the following requirements:

    a. Manhole number (designed by the Engineer) on each page.

    b. Street name, with intersecting street on each page.

    c. Job name, direction of inspection, date, time, location and highlights of all reverse set ups.

    d. Commentary of all physical attributes including, but not limited to, defects, connections, and unusual conditions. Commentary shall be presented in tabular form and coordinated with running footage counter.

    e. Depth of manhole, size and material of pipe.

    f. Location and description of all pointes of connection.

    g. Video log shall be consistent with video tape.

    h. Each page shall be sequentially numbered.

2.3 CONNECTION VERIFICATION

2.3.1 Connection Location

The Contractor shall also utilize video inspection to verify locations of connection points prior to beginning construction. The work and the costs associated with the Cleaning and Video Inspection of the sewer lines prior to construction shall be included in the unit price bid for the cleaning and video inspection item. No separate payment shall be made for the cleaning and video inspection of sewer lines.

2.3.2 Post Construction Verification

The work and the costs associated with the Cleaning and Video Inspection of the sewer lines after completion of repairs shall be included in the unit price bid for the Cleaning and Video Inspection Item. No separate payment shall be made for the cleaning and video inspection of sewer lines.

PART 3 – EXECUTION

3.1 CLEANING

3.1.1 Material Removal

Sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

3.1.2 Disposal of Materials

The Contractor must legally dispose of all debris removed from the sewers during the cleaning operations. There shall be no additional payment for this disposal or any testing that may be required. Disposal of all debris shall conform with the requirements of the Owner.

All excavated material and material cleaned from the sanitary and storm sewer systems suspected or known to be contaminated shall be tested and classified in accordance with local, federal, and state requirements including NJDEP Guidance Document for the Management of Road Wastes. The costs associate with testing, classification, removal, transporting and disposal of all material shall be included in the lump sum and unit prices bid.

3.2 VIDEO INSPECTION

3.2.1 Recording Process

The camera shall be removed through the sewer in either direction (dependent upon the site's condition) at a uniform, slow rate that will allow a clear visual picture to be obtained. The camera shall pause for a minimum of three seconds at every joint or defect observed within the sewer, to allow proper observation. House connections observed to be running shall be monitored for a period of time sufficient (in the opinion of the Engineer) to determine the extent of leakage occurring (as opposed to usage). Camera movement through the sewers shall be accomplished by means of a power or hand driven cable which at each manhole.

Telephone or other suitable means of communication shall be used to control the movement of the camera. The Contractor shall provide a mobile vehicle large enough to accommodate at least four people at any one time for the purpose of viewing the monitor while the inspection is in progress.

3.2.2 Record of Inspection

The Contractor will log the results of all observations and assist the Engineer in the collection of all data that may be required for record purposes. Measurement for location of defects shall be at ground level by means of a meter device to be provided and operated by the Contractor.

Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two-tenth (0.2) of a foot. The Contractor shall conduct Video Inspection after completion of repairs. The Contractor shall furnish all equipment for video tape recording and for taking photographs of the pictures observed on the monitor. All sewer inspections shall be recorded on video cassettes for future reference. Video recording shall be made in the VHS format at a tape recording speed of 4 cm/sec commonly designated as VHS. The recordings shall be on video cassettes and DVD as manufactured by Sony or equal.

3.3 EXTRA STOCK

3.3.1 Availability

Prior to the operation of the temporary pumping facility, the Contractor shall provide a standby pumping assembly, ready for continuous service, located at the site. The pumping assembly shall be accessible at all times.

3.3.2 Spare Parts

Spare Parts, tools and accessories, as recommended by the manufacturer, shall be available at the site.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for Televising and Cleaning Existing Storm Sewers shall be made on a per day basis for all work at the price bid for item the **CLEAN AND TELEVISE EXISTING SANITARY MAIN** in the **BASE BID A, BASE BID A – ALTENATE 1, BASE BID A – ALTERNATE 2, BASE BID B** and **BASE BID B – ALTERNATE 1** Proposals which price shall include the cost of televising, vacuuming, jetting, testing, and disposing of all materials in accordance with Federal, State, County and Local regulations, any and all materials, labor and equipment, and all else necessary and incidental thereto.

END OF SECTION

STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour **B** = Fringe Benefit Rate per Hour* **T** = Total Rate per Hour

* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An “apprentice” is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at *www.nj.gov/labor* (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are <u>not</u> subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Air Conditioning & Refrigeration - Service and Repair **PREVAILING WAGE RATE**

	05/10/19
Journeyman (Mechanic)	W39.08 B24.87 T63.95

Craft: Air Conditioning & Refrigeration - Service and Repair **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
As Shown	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = %	of Jnymn	Wage
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = %	of Jnymn	Bene

Ratio of Apprentices to Journeymen - 1:4

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

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

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 - BERGEN

Craft: Boilermaker **PREVAILING WAGE RATE**

	01/01/19
Foreman	W49.72 B44.34 T94.06
General Foreman	W51.72 B45.34 T97.06
Journeyman	W44.72 B42.70 T87.42

Craft: Boilermaker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	36.36	37.26	38.18	39.07	39.39	40.89	41.79			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker **COMMENTS/NOTES**

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

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

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

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

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 - BERGEN

Craft: Boilermaker - Minor Repairs **PREVAILING WAGE RATE**

	01/01/19
Foreman	W32.80 B16.37 T49.17
General Foreman	W33.30 B16.37 T49.67
Mechanic	W31.30 B16.37 T47.67

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).

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 - BERGEN

Craft: Bricklayer, Stone Mason **PREVAILING WAGE RATE**

	05/01/19
Deputy Foreman	W46.20 B33.03 T79.23
Foreman	W49.20 B33.03 T82.23
Journeyman	W43.20 B33.03 T76.23

Craft: Bricklayer, Stone Mason **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	3.86	4.83	5.31	5.80	21.83	23.27	24.72	26.15		

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.

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 - BERGEN

Craft: Carpenter **PREVAILING WAGE RATE**

	05/10/19	05/01/20
Foreman	W58.00 B33.64 T91.64	W60.27 B34.98 T95.25
Journeyman	W50.43 B29.33 T79.76	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 Rate	for all	intervals	+ $0.59			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 5-1-20:

INTERVAL PERIOD AND RATES
Yearly 40% 55% 65% 80% 90%
Benefit 57% of apprentice wage rate for all intervals + $0.63

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 7:00 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.

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, 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 - BERGEN

Craft: Carpenter - Resilient Flooring **PREVAILING WAGE RATE**

	05/10/19
Foreman	W58.00 B33.55 T91.55
Journeyman	W50.43 B29.24 T79.67

Craft: Carpenter - Resilient Flooring **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage Rate	for all	intervals	+ $0.49			

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring **COMMENTS/NOTES**

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

FOR SYNTHETIC TURF INSTALLATION ONLY:
- The rate shall be 90% of the wage and benefit rate.

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

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

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.

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.

County - BERGEN

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 - BERGEN

Craft: Diver **PREVAILING WAGE RATE**

	06/18/19	05/01/20
Diver	W59.74 B47.47 T107.21	W0.00 B0.00 T108.71
Tender	W48.00 B47.47 T95.47	W0.00 B0.00 T96.97

Craft: Diver **COMMENTS/NOTES**

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

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:
0-59 feet: No additional wage
60-74 feet: + $0.25 per foot
75-125 feet: + $0.78 per foot

MIXED GAS DIVES:
0-74 feet: No additional wage
75-125 feet: + $1.00 per foot
126-200 feet: + $2.00 per foot

PENETRATION DIVES:
126-200 feet: + $1.50 per foot
201-275 feet: + $1.75 per foot
276-350 feet: + $2.00 per foot
351-425 feet: + $2.50 per foot

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Dockbuilder **PREVAILING WAGE RATE**

	06/18/19	05/01/20
Foreman	W55.20 B47.47 T102.67	W0.00 B0.00 T104.17
Foreman (Concrete Form Work)	W54.40 B34.36 T88.76	W0.00 B0.00 T90.26
Journeyman	W48.00 B47.47 T95.47	W0.00 B0.00 T96.97
Journeyman (Concrete Form Work)	W47.30 B34.36 T81.66	W0.00 B0.00 T83.16

Craft: Dockbuilder **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	19.20	24.00	31.20	38.40						
Benefit	31.56	for all	intervals							

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

Craft: Dockbuilder **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL PERIOD AND RATES
Yearly 18.92 23.65 30.75 37.84
Benefits 23.60 for all intervals

CREOSOTE HANDLING:
When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional $0.25 per hour.

HAZARDOUS WASTE WORK:
- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional $1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional $1.00 per hour.

FOREMAN REQUIREMENTS:
The first Dockbuilder on the job shall be designated a Foreman.

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Drywall Finisher **PREVAILING WAGE RATE**

	11/01/18
Foreman	W43.95 B24.40 T68.35
General Foreman	W45.94 B24.40 T70.34
Journeyman	W39.95 B24.40 T64.35

Craft: Drywall Finisher **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	10.65	Intervals	3 to 4 =	13.17	Intervals	5 to 6 =	16.25	

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 - BERGEN

Craft: Electrician **PREVAILING WAGE RATE**

	06/03/19	06/01/20
Assistant General Foreman	W67.88 B41.75 T109.63	W69.32 B42.63 T111.95
Foreman	W65.10 B40.04 T105.14	W66.48 B40.89 T107.37
General Foreman (150 + Journeyman workers on site)	W75.11 B46.19 T121.30	W76.71 B47.18 T123.89
General Foreman (23-149 Journeyman workers on site)	W70.11 B43.12 T113.23	W71.59 B44.03 T115.62
Journeyman as a Crane Operator, as a Welder, as a Cable Splicer	W65.10 B40.04 T105.14	W66.48 B40.89 T107.37
Journeyman on Radio Tower Work	W67.88 B41.75 T109.63	W69.32 B42.63 T111.95
Journeyman Wireman	W55.64 B34.22 T89.86	W56.82 B34.94 T91.76
Layout Man	W60.65 B37.30 T97.95	W61.93 B38.09 T100.02

Craft: Electrician **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	35%	40%		Yearly	50%	60%	70%	80%		
Benefit =	61.5% of	Appren	tice	Wage	Rate					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 6-4-12:

INTERVAL	PERIOD AND RATES
Yearly	30% 40% 50% 60% 70%
Benefits	61.5% of Apprentice Wage Rate

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:
- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:
- 40 feet above ground/floor: +21% of the Total Rate
- Transmission towers, and Smokestacks: +21% of the Total Rate

FOREMAN REQUIREMENTS:
- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 11 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (8:30 AM-4:30 PM)
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:
Hours before or after 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 hourly rate, inclusive of benefits. All hours on Sundays 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, 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 - BERGEN

Craft: Electrician - Teledata (15 Instruments and Less) **PREVAILING WAGE RATE**

	11/20/18	10/28/19	11/02/20
Master Tech./Gen. Foreman (31+ workers on job)	W55.21 B29.81 T85.02	W57.08 B29.96 T87.04	W58.36 B30.64 T89.00
Senior Tech./Asst. Gen. Foreman (21-30 workers on job)	W50.54 B27.30 T77.84	W52.25 B27.43 T79.68	W53.42 B28.05 T81.47
Technician A/Foreman ((11-20 workers on job)	W48.42 B26.14 T74.56	W50.06 B26.28 T76.34	W51.17 B26.87 T78.04
Technician B/Working Foreman (4-10 workers on job)	W46.29 B24.99 T71.28	W47.86 B25.12 T72.98	W48.93 B25.69 T74.62
Technician C/Journeyman (1-3 workers on job)	W42.47 B22.94 T65.41	W43.91 B23.05 T66.96	W44.89 B23.57 T68.46

Craft: Electrician - Teledata (15 Instruments and Less) **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months						72%	79%	86%		
Benefits			54% of	Tech.	"C"/Journ	wage	rate			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less) **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 10-29-17:

INTERVAL PERIOD AND RATES
6 Months 35% 35% 40% 43% 48% 54% 61% 67% 74% 81%
Benefits 54% of Technician "C"/Journeyman wage rate

NOTES:
1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK:
40 feet above ground/floor: +20% of the Total Rate

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:
Hours before outside 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.

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.

County - BERGEN

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 - BERGEN

Craft: Electrician- Outside Commercial **PREVAILING WAGE RATE**

	06/03/19	06/01/20
Assistant General Foreman	W67.56 B42.06 T109.62	W68.99 B42.95 T111.94
Equipment Repairman	W55.38 B34.48 T89.86	W56.55 B35.21 T91.76
Equipment Serviceman	W55.38 B34.48 T89.86	W56.55 B35.21 T91.76
Foreman	W64.79 B40.33 T105.12	W66.16 B41.19 T107.35
General Foreman (150 + Journeyman workers on job site)	W74.76 B46.54 T121.30	W76.34 B47.52 T123.86
General Foreman (23-149 Journeyman workers on job site)	W69.78 B43.44 T113.22	W71.25 B44.35 T115.60
Groundsman (performs empty conduit installations on roadways)	W37.10 B23.10 T60.20	W37.89 B23.59 T61.48
Journeyman as a Crane Operator, as a Welder, as a Cable Splicer	W64.79 B40.33 T105.12	W66.16 B41.19 T107.35
Journeyman as a Lineman, as a Wireman	W55.38 B34.48 T89.86	W56.55 B35.21 T91.76
Journeyman- Layout Man	W60.36 B37.58 T97.94	W61.64 B38.37 T100.01
X-Ray Journeyman Technician	W55.38 B34.48 T89.86	W56.55 B35.21 T91.76

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Electrician- Outside Commercial **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	32.49	35.20	37.91	40.61	43.32	46.03	48.74			
Benefits	20.23	21.91	23.60	25.28	26.97	28.65	30.34			

Craft: Electrician- Outside Commercial **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 6-3-19:

INTERVAL	PERIOD AND RATES						
6 Months	33.23	36.00	38.77	41.54	44.30	47.07	49.84
Benefits	20.69	22.41	24.13	25.86	27.58	29.30	31.03

APPRENTICE RATE SCHEDULE AS OF 6-1-20:

INTERVAL	PERIOD AND RATES						
6 Months	33.93	36.76	39.59	42.41	45.24	48.07	50.90
Benefits	21.12	22.88	24.64	26.40	28.16	29.92	31.69

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

HIGH WORK:
40 FEET ABOVE GROUND/FLOOR: +21% OF THE Total Rate.
Radio towers, Transmission towers and Smokestacks: +21% of the Total Rate.

FOREMAN REQUIREMENTS:
On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
On any job where there are 2 or more electricians, 1 shall be a Foreman.
On all jobs, every 11 electricians shall have 1 designated a Foreman.
On any job where there are 23 or more electricians, 1 shall be a General Foreman.

SHIFT DIFFERENTIALS:
2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.
3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

OVERTIME:
Hours before or after 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 hourly rate, inclusive of benefits. All hours on Sundays 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, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

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	67% 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 - BERGEN

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	28.53	30.91	33.29	35.66	38.04	40.42	42.80			
Benefits	25.01	26.41	27.83	29.24	30.65	32.05	33.47			

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 - BERGEN

Craft: Elevator Constructor **PREVAILING WAGE RATE**

	05/10/19	03/17/20	03/17/21	03/17/22	03/17/23
Journeyman	W66.95 B40.93 T107.88	W69.56 B41.92 T111.48	W72.29 B42.92 T115.21	W75.14 B43.91 T119.05	W77.49 B45.57 T123.06

Craft: Elevator Constructor **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	29.85	36.82	43.52	50.21						
Benefits	32.71	33.51	34.80	36.09						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 3-17-20:
INTERVAL PERIOD AND RATES
Yearly 31.03 38.26 45.21 52.17
Benefits 33.38 34.20 35.55 36.89

APPRENTICE RATE SCHEDULE AS OF 3-17-21:
INTERVAL PERIOD AND RATES
Yearly 32.27 39.76 46.99 54.22
Benefits 34.05 34.91 36.30 37.70

APPRENTICE RATE SCHEDULE AS OF 3-17-22:
INTERVAL PERIOD AND RATES
Yearly 33.56 41.33 48.84 56.36
Benefits 34.72 35.61 37.05 38.50

APPRENTICE RATE SCHEDULE AS OF 3-17-23:
INTERVAL PERIOD AND RATES
Yearly 34.60 42.62 50.37 58.12
Benefits 36.02 36.94 38.50 39.95

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:
For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday , shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Elevator Modernization & Service **PREVAILING WAGE RATE**

	05/10/19	03/17/20	03/17/21	03/17/22	03/17/23
Journeyman	W52.44 B39.90 T92.34	W54.56 B40.86 T95.42	W56.77 B41.82 T98.59	W59.09 B42.79 T101.88	W60.89 B44.41 T105.30

Craft: Elevator Modernization & Service **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	29.85	28.84	34.09	39.33						
Benefits	32.66	33.13	34.36	35.58						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 3-17-20:
INTERVAL PERIOD AND RATES
Yearly 31.03 30.01 35.46 40.92
Benefits 33.33 33.82 35.09 36.36

APPRENTICE RATE SCHEDULE AS OF 3-17-21:
INTERVAL PERIOD AND RATES
Yearly 32.27 31.22 36.90 42.58
Benefits 34.00 34.50 35.83 37.15

APPRENTICE RATE SCHEDULE AS OF 3-17-22:
INTERVAL PERIOD AND RATES
Yearly 33.56 32.50 38.41 44.32
Benefits 34.67 34.20 35.20 37.94

APPRENTICE RATE SCHEDULE AS OF 3-17-23:
INTERVAL PERIOD AND RATES
Yearly 34.60 33.49 39.58 45.67
Benefits 35.97 36.53 37.95 39.38

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 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 Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Glazier **PREVAILING WAGE RATE**

	05/01/19
* Leadman	W49.11 B25.06 T74.17
Foreman	W52.81 B23.62 T76.43
General Foreman	W54.81 B23.75 T78.56
Journeyman	W48.81 B23.36 T72.17

Craft: Glazier **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	50%	55%		60%	65%		70%	75%		
Benefits	Intervals	1 to 2 =	9.11	Intervals	3 to 4 =	11.71	Intervals	5 to 6 =	13.20	

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier **COMMENTS/NOTES**

Hazard/Height Pay: +$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:
- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

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

SHIFT DIFFERENTIALS:
- 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, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular

rate.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Heat & Frost Insulator **PREVAILING WAGE RATE**

	09/19/18
Foreman	W55.77 B31.92 T87.69
General Foreman	W58.11 B33.03 T91.14
Journeyman	W53.99 B31.36 T85.35

Craft: Heat & Frost Insulator **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	25.15	29.84	36.00	42.16						
Benefits	18.71	22.13	24.41	26.56						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator **COMMENTS/NOTES**

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:
The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and 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, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Heat & Frost Insulator - Asbestos Worker **PREVAILING WAGE RATE**

	09/19/18
Asbestos Helper Abatement	W36.00 B24.41 T60.41
Firestop/Hazmat	W25.68 B9.25 T34.93

Craft: Heat & Frost Insulator - Asbestos Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULATOR						

Ratio of Apprentices to Journeymen - 1:3

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.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Ironworker **PREVAILING WAGE RATE**

	07/01/19	07/01/20
Rod/Fence Journeyman	W42.39 B47.12 T89.51	W0.00 B0.00 T91.26
Rod/Fence Foreman	W45.39 B47.12 T92.51	W0.00 B0.00 T94.26
Structural Foreman	W47.44 B47.12 T94.56	W0.00 B0.00 T96.56
Structural Journeyman	W44.44 B47.12 T91.56	W0.00 B0.00 T93.56

Craft: Ironworker **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker **COMMENTS/NOTES**

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + $3.00 per hour

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

FOREMAN REQUIREMENTS:
When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod /Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Laborer - Asbestos & Hazardous Waste Removal **PREVAILING WAGE RATE**

	08/01/18
Journeyman (Handler)	W31.48 B22.31 T53.79

Craft: Laborer - Asbestos & Hazardous Waste Removal **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	18.89	22.04	25.18	28.33						
Benefit	20.66	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 - BERGEN

Craft: Laborer - Building **PREVAILING WAGE RATE**

	05/01/19	05/01/20
Class A Journeyman	W34.05 B29.52 T63.57	W0.00 B0.00 T64.87
Class B Journeyman	W33.55 B29.52 T63.07	W0.00 B0.00 T64.37
Class C Journeyman	W28.52 B29.52 T58.04	W0.00 B0.00 T59.34
Foreman	W38.31 B29.52 T67.83	W0.00 B0.00 T69.13
General Foreman	W42.56 B29.52 T72.08	W0.00 B0.00 T73.38

Craft: Laborer - Building **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	60%	70%	80%	90%						
Benefit	26.27	26.27	26.27	26.27						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building **COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.
CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.
CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

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 - BERGEN

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	20.28	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**

As of 3-1-19, benefits shall be $21.03.
As of 3-1-20, benefits shall be $21.78.

Heavy & General Laborer rates are located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Laborer-Residential and Modular Construction **PREVAILING WAGE RATE**

	05/03/19	04/01/20
* Skilled Tradesman (only applies to Modular Construction)	W26.20 B5.45 T31.65	W26.55 B5.45 T32.00
Foreman (person directing crew, regardless of his skill classification)	W30.20 B5.45 T35.65	W30.55 B5.45 T36.00
Laborer	W22.20 B5.45 T27.65	W22.55 B5.45 T28.00
Laborer (for single family and stand-alone duplex owned by single owner)	W16.70 B2.95 T19.65	W17.05 B2.95 T20.00

Craft: Laborer-Residential and Modular Construction **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction **COMMENTS/NOTES**

* SKILLED TRADESMAN-
any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, 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 - BERGEN

Craft: Millwright **PREVAILING WAGE RATE**

	05/01/19
Foreman	W58.26 B34.39 T92.65
Journeyman	W50.66 B29.99 T80.65

Craft: Millwright **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
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 7:00 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.

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, 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 - BERGEN

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 - BERGEN

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 - BERGEN

Craft: Painter - Bridges **PREVAILING WAGE RATE**

	05/03/19
Foreman	W59.81 B28.74 T88.55
General Foreman	W61.81 B28.74 T90.55
Journeyman	W54.81 B28.74 T83.55

Craft: Painter - Bridges **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	40%	50 %			60%	70%		80%	90%	
Benefits	Intervals	1 to 2 =	10.00	Intervals	3 to 4 =	12.27	Intervals	5 to 6 =	15.28	

Ratio of Apprentices to Journeymen - 1 :4

Craft: Painter - Bridges **COMMENTS/NOTES**

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

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

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

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

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- 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 - BERGEN

Craft: Painter - Line Striping **PREVAILING WAGE RATE**

	05/03/19
Apprentice (1st year)	W26.44 B11.65 T38.09
Apprentice (2nd year)	W30.44 B19.16 T49.60
Foreman (Charge Person)	W39.09 B19.94 T59.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W34.32 B19.94 T54.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W38.09 B19.94 T58.03

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 - BERGEN

Craft: Painter - New Construction **PREVAILING WAGE RATE**

	05/01/19	05/01/20
Foreman	W45.45 B24.35 T69.80	W47.45 B24.35 T71.80
General Foreman	W49.43 B24.67 T74.10	W51.43 B24.67 T76.10
Journeyman	W41.47 B24.04 T65.51	W43.47 B24.04 T67.51

Craft: 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: Painter - New Construction **COMMENTS/NOTES**

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

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Painter - Repainting **PREVAILING WAGE RATE**

	05/01/19	05/01/20
Foreman	W33.07 B19.95 T53.02	W33.92 B19.95 T53.87
General Foreman	W36.00 B20.10 T56.10	W36.85 B20.10 T56.95
Journeyman	W30.14 B19.77 T49.91	W30.99 B19.77 T50.76

Craft: Painter - Repainting **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
	SEE	PAINTER	NEW	CONSTR UC	TION					

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Repainting **COMMENTS/NOTES**

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 office or on the project) 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 tank, or generating stations.

Spraying, sandblasting, lead abatement, work on tanks or stacks, 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 - BERGEN

Craft: Painter- Containment **PREVAILING WAGE RATE**

	05/04/17
Journeyman	W35.18 B24.75 T59.93

Craft: 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.

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..
- 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 - BERGEN

Craft: Painter-Elevated Water Tanks **PREVAILING WAGE RATE**

	05/04/17
Foreman	W48.92 B24.92 T73.84
General Foreman	W50.92 B24.92 T75.84
Journeyman	W43.92 B24.92 T68.84

Craft: Painter-Elevated Water Tanks **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter-Elevated Water Tanks **COMMENTS/NOTES**

These rates apply to: All new and repaint elevated 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 - BERGEN

Craft: Painter-Structural Steel **PREVAILING WAGE RATE**

	05/04/17
Foreman	W47.87 B25.27 T73.14
General Foreman	W49.87 B25.27 T75.14
Journeyman	W42.87 B25.27 T68.14

Craft: Painter-Structural Steel **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter-Structural Steel **COMMENTS/NOTES**

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, etc. and on open steel, whether new or repaint. All new work (excluding traditional commercial painting work) 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 - BERGEN

Craft: Paperhanger - New Construction **PREVAILING WAGE RATE**

	05/01/19	05/01/20
Foreman	W46.75 B24.11 T70.86	W47.68 B24.11 T71.79
Journeyman	W41.68 B24.11 T65.79	W42.61 B24.11 T66.72

Craft: Paperhanger - New Construction **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
	SEE	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 - BERGEN

Craft: Paperhanger - Renovation **PREVAILING WAGE RATE**

	05/01/19	05/01/20
Foreman	W34.13 B19.81 T53.94	W35.15 B19.81 T54.96
Journeyman	W31.03 B19.81 T50.84	W31.96 B19.81 T51.77

Craft: Paperhanger - Renovation **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
		SEE	PAINTER	NEW	CONSTR	TION				
					UC					

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 - BERGEN

Craft: Pipefitter **PREVAILING WAGE RATE**

	05/03/19
Foreman	W57.78 B36.89 T94.67
Journeyman	W54.07 B36.89 T90.96

Craft: Pipefitter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	18.92	24.33	29.74	35.15	40.55					
Benefit	24.31	26.24	28.18	30.11	32.05					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- The first Pipefitter on a job must be a Foreman.
- There must be a Foreman for every 6 Pipefitters on a job, not counting apprentices.

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

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (between 4:00PM and 12:00AM) shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 25% per hour.
- 3rd Shift (between 12:00AM and 8:00AM) shall work 7 hours and receive 8 hours pay at the hourly rate, plus 30% per hour.

OVERTIME:
- The first 2 hours in excess of 8 per day or outside of 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 10 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked at straight time, Monday through Thursday, 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, inclusive of benefits. All remaining overtime shall be paid as stated above.

SHIFT DIFFERENTIALS - SERVICE & MAINTENANCE WORK:
- The 2nd shift shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 10% per hour.
- The 3rd shift shall work 7 hours and receive 8 hours pay at the hourly rate, plus 15% per hour.

OVERTIME - SERVICE & MAINTENANCE WORK:
- All hours outside of the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and

one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

NOTE: Service and Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

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

County - BERGEN

Craft: Plasterer **PREVAILING WAGE RATE**

See Bricklayer, Stone Mason Rates

Craft: Plasterer **COMMENTS/NOTES**

See BRICKLAYER, STONE MASON Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Plumber **PREVAILING WAGE RATE**

	05/01/19
Foreman	W59.61 B35.77 T95.38
General Foreman	W63.47 B35.77 T99.24
Journeyman	W55.19 B35.77 T90.96

Craft: Plumber **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefit	13.35	19.71	21.51	23.34	25.13					

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 5-1-19:

INTERVAL	PERIOD AND RATES				
Yearly	30%	45%	55%	65%	75%
Benefits	14.19	20.58	22.41	24.26	26.08

FOREMAN REQUIREMENTS:
- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

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

SHIFT DIFFERENTIALS:
- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

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

Craft: Roofer **PREVAILING WAGE RATE**

	06/01/19
Foreman	W42.15 B24.88 T67.03
Journeyman	W40.15 B24.88 T65.03
Mop Man	W40.90 B24.88 T65.78
Sub-Foreman	W40.65 B24.88 T65.53

Craft: Roofer **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 months	43%	50%	57%	64%	71%	78%	85%	92%		
Benefit	3.78	for all	intervals							

Ratio of Apprentices to Journeymen - *

* Re-roofing work: 1:1 New roofing work: 1:4

Craft: Roofer **COMMENTS/NOTES**

NOTES:
- Working with pitch (including on tear-offs): + $1.00 per hour
- Working with asbestos: + $1.00 per hour
- On Solar projects (with no roofing work included): $1.00 less per hour.

FOREMAN REQUIREMENTS:
- When there is only 1 roofer on the project, he shall be designated a "Sub-Foreman".
- When 2 or more roofers are on the project, 1 shall be designated a "Foreman".
- When 6 or more roofers are on the project, 1 shall be designated a "Foreman", and there shall be 1 "Sub-Foreman" for every 6 roofers (or fraction thereof).

SHIFT DIFFERENTIALS:
1st Shift (7:00 am to 3:30 pm)
2nd Shift (3:30 pm to 12:00 am) shall be paid an additional 10% per hour.
3rd Shift (12:00 am to 7:00 am) shall be paid an additional 20% per hour.

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the hourly rate.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Sheet Metal Sign Installation **PREVAILING WAGE RATE**

	04/03/19
Foreman	W36.79 B34.37 T71.16
Journeyman	W35.54 B34.37 T69.91

Craft: Sheet Metal Sign Installation **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	11.63	13.26	14.88	16.52	18.57	20.23	21.90	23.56	25.23	26.90

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation **COMMENTS/NOTES**

FOREMAN REQUIREMENT:
When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:
Hours before or after the regular workday, Monday though Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four (4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Sheet Metal Worker **PREVAILING WAGE RATE**

	07/15/19	06/01/20
Foreman	W52.36 B44.86 T97.22	W0.00 B0.00 T100.47
General Foreman	W53.36 B44.86 T98.22	W0.00 B0.00 T101.47
Journeyman	W48.86 B44.86 T93.72	W0.00 B0.00 T96.97

Craft: Sheet Metal Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive $1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Sprinkler Fitter **PREVAILING WAGE RATE**

	07/02/19
Foreman	W66.15 B30.12 T96.27
General Foreman	W69.33 B30.12 T99.45
Journeyman	W61.90 B30.12 T92.02

Craft: Sprinkler Fitter **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
1000 hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

Ratio of Apprentices to Journeymen - 1:3

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 7-1-13:

INTERVAL	PERIOD AND RATES									
1000 hours	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%
Benefits	12.02	12.02	24.37	24.37	24.37	24.37	Intervals 7 to 10 receive Journeyman Ben.			

Craft: Sprinkler Fitter **COMMENTS/NOTES**

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:
- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:
The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.
Four 10 hour days may be worked, Monday through Friday, at straight-time.

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.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Tile Finisher-Marble **PREVAILING WAGE RATE**

	07/01/19
Finisher	W47.41 B34.64 T82.05

Craft: Tile Finisher-Marble **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble **COMMENTS/NOTES**

OVERTIME:
Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 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, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Tile Setter - Ceramic **PREVAILING WAGE RATE**

	06/03/19
Finisher	W45.54 B30.53 T76.07
Setter	W58.95 B34.00 T92.95

Craft: Tile Setter - Ceramic **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic **COMMENTS/NOTES**

OVERTIME:
Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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 - BERGEN

Craft: Tile Setter - Marble **PREVAILING WAGE RATE**

	07/01/19
Tile Setter	W59.44 B36.88 T96.32

Craft: Tile Setter - Marble **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%

Ratio of Apprentices to Journeymen - 1.4

Craft: Tile Setter - Marble **COMMENTS/NOTES**

OVERTIME:
Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 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, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Tile Setter - Mosaic & Terrazzo **PREVAILING WAGE RATE**

	07/01/19
Grinder or Assistant	W54.81 B36.42 T91.23
Mechanic	W56.41 B36.44 T92.85
Terrazzo Resinous Worker	W47.10 B29.47 T76.57

Craft: Tile Setter - Mosaic & Terrazzo **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL PERIOD AND RATES
1500 Hours 35% 45% 60% 70% 80% 90% 100%

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:
- Hours in excess of 7 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 hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Truck Driver **PREVAILING WAGE RATE**

	07/09/19	05/01/20
Bucket, Utility, Pick-up, Fuel Delivery trucks	W38.50 B36.93 T75.43	W39.25 B37.93 T77.18
Dump Truck, Asphalt Distributor, Tack Spreader	W38.50 B36.93 T75.43	W39.25 B37.93 T77.18
Euclid-type vehicles (large, off-road equipment)	W38.65 B36.93 T75.58	W39.40 B37.93 T77.33
Helper on Asphalt Distributor	W38.50 B36.93 T75.43	W39.25 B37.93 T77.18
Slurry Seal, Vacuum or Vac-All trucks	W38.50 B36.93 T75.43	W39.25 B37.93 T77.18
Straight 3-axle truck	W38.55 B36.93 T75.48	W39.30 B37.93 T77.23
Tractor Trailer (all types)	W38.65 B36.93 T75.58	W39.40 B37.93 T77.33
Winch Trailer	W38.75 B36.93 T75.68	W39.50 B37.93 T77.43

Craft: Truck Driver **COMMENTS/NOTES**

BLENDED RATE:
When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

HAZARDOUS WASTE REMOVAL:
- 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, the driver shall receive an additional $3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional $1.00 per hour.

TRUCK FOREMAN: $.75 cents per hour above regular rate. Overtime shall be increased accordingly.

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts starting at 4:00 PM (2nd Shift): + $3.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + $3.00 per hour.

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 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 for a lost 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.
- Benefits on overtime shall be $36.68.
As of 5-1-20, benefits on overtime shall be $37.68.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veteran's Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Truck Driver-Material Delivery Driver **PREVAILING WAGE RATE**

	04/01/19	04/01/20
Driver	W25.10 B15.25 T40.35	W25.60 B15.71 T41.31

Craft: Truck Driver-Material Delivery Driver **COMMENTS/NOTES**

BLENDED RATE:
When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

The regular workday is 8 hours, starting between 5:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:
For shifts beginning between 4:00 PM and 10:00 PM, drivers shall receive an additional $0.50 per hour.

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

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

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

County - BERGEN

Craft: Welder **PREVAILING WAGE RATE**

Welder

Craft: Welder **COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental.

STATEWIDE RATES

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
51.53	33.85	85.38

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an addtional $1.00 per hour on 100 ft. up to 199 ft. total height, and an additional $2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2019	
Rate	Fringe	Total
51.53	33.85	85.38

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
49.62	33.85	83.47

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
49.62	33.85	83.47

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
49.62	33.85	83.47

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
49.62	33.85	83.47

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System - Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2019

Rate	Fringe	Total
46.28	33.85	80.13

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2019

Rate	Fringe	Total
43.70	33.85	77.55

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:

07/01/2019

Rate	Fringe	Total
53.86	33.85	87.71

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
53.12	33.85	86.97

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2019	
Rate	Fringe	Total
53.12	33.85	86.97

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2019	
Rate	Fringe	Total
47.99	33.85	81.84

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
47.99	33.85	81.84

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2019

Rate	Fringe	Total
54.94	33.85	88.79

CLASSIFICATIONS:

Helicoptor Pilot/Engineer

Effective Dates:

07/01/2019

Rate	Fringe	Total
59.62	33.85	93.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2019

Rate	Fringe	Total
58.62	33.85	92.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
55.12	33.85	88.97

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2019

Rate	Fringe	Total
57.62	33.85	91.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2019

Rate	Fringe	Total
54.12	33.85	87.97

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

07/01/2019

Rate	Fringe	Total
56.75	33.85	90.60

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
52.69	33.85	86.54

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
50.03	33.85	83.88

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:

07/01/2019

Rate	Fringe	Total
48.50	33.85	82.35

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2019

Rate	Fringe	Total
46.74	33.85	80.59

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2019

Rate	Fringe	Total
54.31	33.85	88.16

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2019

Rate	Fringe	Total
43.70	33.85	77.55

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
53.45	33.85	87.30

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2019

Rate	Fringe	Total
61.64	33.85	95.49

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2019

Rate	Fringe	Total
59.98	33.85	93.83

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. abovr ground), Derricks (all derricks. land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2019

Rate	Fringe	Total
57.14	33.85	90.99

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2019

Rate	Fringe	Total
55.48	33.85	89.33

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2019

Rate	Fringe	Total
57.14	33.85	90.99

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:

	07/01/2019	
Rate	Fringe	Total
53.12	33.85	86.97

CLASSIFICATIONS:

Driller

Effective Dates:

	07/01/2019	
Rate	Fringe	Total
46.28	33.85	80.13

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

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Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
44.25	31.53	75.78	78.28

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
43.95	31.53	75.48	77.98

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
43.45	31.53	74.98	77.48

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
45.95	31.53	77.48	79.98

CLASSIFICATIONS:

Blaster

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.90	31.53	74.43	76.93

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.55	31.53	74.08	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:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.40	31.53	73.93	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)

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.00	31.53	73.53	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:

07/01/2019

Rate	Fringe	Total
51.87	33.85	85.72

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2019

Rate	Fringe	Total
45.03	33.85	78.88

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:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
39.23	14.17	53.40	54.91	56.71

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
33.93	13.77	47.70	49.05	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:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
31.94	13.62	45.56	46.86	48.39

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
31.07	13.26	44.33	45.59	47.10

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
30.06	13.18	43.24	44.48	45.95

CLASSIFICATIONS:

Boat Operator

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
24.97	12.50	37.47	38.56	39.85

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
34.96	13.85	48.81	50.19	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

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:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
42.30	31.53	73.83	76.33

CLASSIFICATIONS:

Head Raker

Effective Dates:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
42.15	31.53	73.68	76.18

CLASSIFICATIONS:

Raker, Screedman, Luteman

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
41.90	31.53	73.43	75.93

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.00	31.53	73.53	76.03

CLASSIFICATIONS:

Milling Controller

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	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:

08/01/2019			10/18/2019	10/18/2020	10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total	Total	Total
32.12	26.80	58.92	60.67	62.42	64.17	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

08/01/2019			10/18/2019	10/18/2020	10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total	Total	Total
40.44	26.80	67.24	69.24	71.24	73.24	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

08/01/2019			10/18/2019	10/18/2020	10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total	Total	Total
46.48	26.80	73.28	75.28	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:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
41.50	31.53	73.03	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:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
42.20	31.53	73.73	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:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.45	31.53	73.98	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:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
46.00	31.53	77.53	80.03

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
44.75	31.53	76.28	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:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
41.50	31.53	73.03	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 coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
41.50	31.53	73.03	75.53

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	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:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	76.23

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
46.00	31.53	77.53	80.03

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
44.75	31.53	76.28	78.78

CLASSIFICATIONS:

general foreman

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.45	31.53	73.98	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: $42.50; Pipeline Journeyman Welder: $102.50; and Pipeline Helper: $42.50. 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:

06/03/2019

Rate	Fringe	Total
54.64	32.30	86.94

CLASSIFICATIONS:

Pipeline Journeyman Welder

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

Effective Dates:

06/03/2019

Rate	Fringe	Total
54.64	32.30	86.94

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/03/2019

Rate	Fringe	Total
33.84	21.92	55.76

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:
An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:
Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

Effective Dates:

	11/01/2018		**11/01/2019**
Rate	Fringe	Total	Total
60.00	23.73	83.73	86.23

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

	11/01/2018		**11/01/2019**
Rate	Fringe	Total	Total
60.00	23.73	83.73	86.23

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

	11/01/2018		**11/01/2019**
Rate	Fringe	Total	Total
38.46	17.54	56.00	57.67

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:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
42.45	31.53	73.98	76.48

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

	03/01/2019		**03/01/2020**
Rate	Fringe	Total	Total
42.20	31.53	73.73	76.23

CLASSIFICATIONS:

Asphalt Raker or Lute Man

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
41.50	31.53	73.03	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 wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
Four 10-hour days may worked, at straight time, between 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:

12/02/2018			**12/01/2019**	**11/29/2020**
Rate	Fringe	Total	Total	Total
55.13	36.93	92.06	94.45	96.84

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/02/2018			**12/01/2019**	**11/29/2020**
Rate	Fringe	Total	Total	Total
52.01	34.84	86.85	89.11	91.36

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
52.01	34.84	86.85	89.11	91.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
51.49	34.49	85.98	88.22	90.44

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
49.93	33.45	83.38	85.53	87.70

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
43.69	29.27	72.96	74.84	76.73

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
65.01	43.55	108.56	111.38	114.19

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
59.81	40.07	99.88	102.47	105.05

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
58.25	39.02	97.27	99.79	102.32

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
42.13	28.22	70.35	72.17	73.99

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
40.05	26.83	66.88	68.62	70.34

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
40.05	26.83	66.88	68.62	70.34

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
39.53	26.48	66.01	67.71	69.43

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
39.53	26.48	66.01	67.71	69.43

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
33.81	22.65	56.46	57.91	59.38

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
31.21	20.91	52.12	53.47	54.80

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
51.49	34.49	85.98	88.22	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 wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:
New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:
There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.
A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.
There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2018

Rate	Fringe	Total
60.86	48.05	108.91

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018

Rate	Fringe	Total
54.21	44.12	98.33

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2018

Rate	Fringe	Total
51.35	42.44	93.79

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2018

Rate	Fringe	Total
38.04	34.55	72.59

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2018

Rate	Fringe	Total
33.29	31.73	65.02

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2018

Rate	Fringe	Total
30.91	30.31	61.22

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2018

Rate	Fringe	Total
28.53	28.91	57.44

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2018

Rate	Fringe	Total
26.15	27.51	53.66

CLASSIFICATIONS:

Groundman 1st Year

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018

Rate	Fringe	Total
20.92	24.41	45.33

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $3.00/hr
-other Hazardous Waste site: + $1.00/hr

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
66.38	31.53	97.91	101.16

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
65.93	31.53	97.46	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:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
65.18	31.53	96.71	99.96

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
68.93	31.53	100.46	103.71

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
64.35	31.53	95.88	99.13

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
63.83	31.53	95.36	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:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
63.60	31.53	95.13	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)

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
63.00	31.53	94.53	97.78

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)