

***SPECIFICATIONS
FOR RE-BID
Northern Community Park
(Burlington County Municipal Park Development Grant 2019)***

***TOWNSHIP OF BORDENTOWN
BURLINGTON COUNTY, NEW JERSEY***

August 2022

**Prepared By:
TUREK CONSULTING, LLC
712 E Main Street, Suite 1A
Moorestown, NJ 08057
(856) 770-4755**

Project No. 0304-T-194



Frederick J. Turek, P.E.-Lic. No. 42279

9-8-22

Date

**TOWNSHIP OF BORDENTOWN
NOTICE TO BIDDERS**

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Township Clerk for the Township of Bordentown, County of Burlington, State of New Jersey on **Wednesday, September 7, 2022 at 10:00 am** prevailing time at Township of Bordentown Senior Community Center, 3 Municipal Drive, Bordentown, NJ 08505 at which time and place, bids will be opened and read in public for the **NORTHERN COMMUNITY PARK – RE-BID (Burlington County Municipal Park Development Grant 2019)**.

Bid forms, contracts and specifications are on file at the office of Turek Consulting, LLC, 856-770-4755. Copies of the bid forms, contracts and specifications may be obtained by prospective bidders upon request and payment of the non-refundable sum of \$75.00 for each set.

Payment must be received prior to obtaining said specifications, either by mail or in person.

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

Bids must be on the bid form prepared by Turek Consulting, LLC, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. **Said bids shall be addressed to Maria Carrington, Township Clerk, 1 Municipal Drive, Bordentown, NJ 08505.**

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

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.).

The contractor is further notified that he must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing stockholders with his bid.

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

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

Bidders are required to comply with other information required as shown in the bid packet.

By order of the Committee of the Township of Bordentown.

Maria Carrington
Township Clerk
August 25, 2022

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF BORDENTOWN

RE-BID NORTHERN COMMUNITY PARK

(Burlington County Municipal Park Development Grant 2019)

(Name of Project)

0304-T-194

(Project or Bid Number)

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

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's Initials)
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	KA
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	KA
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractor's Declaration)	KA
X	A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	KA
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)	KA
X	Public Works Contractor Registration Form	KA
X	Federal I.R.S. W-9 Form (Contractor Form)	KA
X	New Jersey "Business Registration Certificate" Form	KA
X	State of New Jersey – Disclosure of Investment Activities in Iran, P.L. 2012, c.25	KA

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

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
X Background Questionnaire	KA
X Debarred List Affidavit	KA
X Submission of a Non-Collusion Affidavit (this form must be notarized)	KA
X Affirmative Action Requirements	KA
X Bidder Certificate showing ability to perform contract, pursuant to N.J.S.A. 40A:11-20	KA
X Bid Form	KA

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

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

Name of Bidder: Gower's Inc.

By Authorized Representative:

Signature: [Signature]

Print Name and Title: Kenneth Gower

Date: 9/6/2022

Company Name: Gower's Inc

Mailing Address: 384 Eayrestown Road
Southampton NJ 08088

Physical Address: _____

Phone Number : 609 320 2993

Fax Number: _____

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF BORDENTOWN

RE-BID NORTHERN COMMUNITY PARK

(Burlington County Municipal Park Development Grant 2019)

0304-T-194

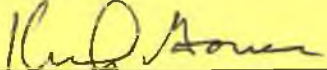
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: Gower's Inc.

By Authorized Representative:

Signature: 

Printed Name and Title: Kenneth Gower

Date: 9/6/2022

STATEMENT OF CORPORATE OWNERSHIP

Check appropriate box:

☒ Corporation ☐ Partnership ☐ Sole Proprietor

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership."

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock in any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitting bid:

1. NAME Kenneth Gower
ADDRESS 50 Birmingham Rd. Pemberton NJ 08068

2. NAME Nancy K. Gower
ADDRESS 50 Birmingham Rd. Pemberton N.J. 08068

3. NAME _____
ADDRESS _____

4. NAME _____
ADDRESS _____

5. NAME _____
ADDRESS _____

Signature Kenneth Gower Date 9/6/2022

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

Signature _____ Date _____

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature _____ Date _____

IV. Bid is being submitted by a corporation or partnership that operates as a (check one of the following):

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Limited Liability Corporation

☒ Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

1. NAME _____

ADDRESS _____

2. NAME _____

ADDRESS _____

3. NAME _____

ADDRESS _____

4. NAME _____

ADDRESS _____

5. NAME _____

ADDRESS _____

Signature _____ Date _____

SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

Electrical Work:

Name N/A Phone # _____
Address _____
License Number: _____

Structural Steel and Ornamental Iron Work:

Name N/A Phone # _____
Address _____
License Number: _____



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Gowers, Inc.

of 384 Eayrestown Rd., Southampton, NJ 08088

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Township of Bordentown

of 1 Municipal Dr, Bordentown, NJ 08505

(hereinafter called the Obligee) in the penal sum of Ten Percent of Bid Amount

Dollars 10% of Bid Amount lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated September 7, 2022 for Northern Community Park Improvements

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: September 7, 2022

Gowers, Inc.

Principal

By: [Signature]



The Ohio Casualty Insurance Company

By: [Signature]

David M. Miller

(Attorney-in-fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Gowers, Inc.

Agency Name: Meyer-Hardenbergh Insurance Group

Bond Number: BID-0015086

Obligee: Township of Bordentown

Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **David M. Miller** in the city and state of **Marlton, NJ**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 7th day of September, 2022.



By:

Renee C. Llewellyn, Assistant Secretary



CONSENT OF SURETY

Bond No. _____

The Ohio Casualty Insurance Company _____, a Corporation organized and existing under the laws of the State of New Hampshire _____ and licensed to do business in the State of New Jersey, hereby consents and agrees that if the contract for the:
Northern Community Park Improvements

be awarded to:
Gower's Inc.

the undersigned Corporation agrees with the said:
Township of Bordentown

to execute the final bond as required by the specifications and to become surety in the full amount of the contract price, not to exceed (900,000.00) Dollars, for the faithful performance of the contract.

In witness whereof, the undersigned Corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this 1st _____ day of September _____, 2022 _____.



The Ohio Casualty Insurance Company
By David M. Miller
David M. Miller Attorney-in-Fact



The Ohio Casualty Insurance Company
FINANCIAL STATEMENT – DECEMBER 31, 2021

<u>Assets</u>		<u>Liabilities</u>	
Cash and Bank Deposits	\$134,628,410	Unearned Premiums	\$1,457,114,535
*Bonds -- U.S Government	\$1,015,453,874	Reserve for Claims and Claims Expense	\$4,044,665,363
*Other Bonds	\$4,501,743,412	Funds Held Under Reinsurance Treaties	\$0
*Stocks	\$268,876,063	Reserve for Dividends to Policyholders	\$276,207
Real Estate	\$0	Additional Statutory Reserve	\$0
Agents' Balances or Uncollected Premiums	\$812,483,102	Reserve for Commissions, Taxes and Other Liabilities	\$460,636,079
Accrued Interest and Rents	\$33,044,141	Total	\$5,962,692,184
Other Admitted Assets	\$1,691,401,219	Special Surplus Funds	\$28,510,778
Total Admitted Asset	\$8,463,930,361	Capital Stock	\$4,500,000
		Paid in Surplus	\$738,183,897
		Unassigned Surplus	\$1,730,043,502
		Surplus to Policyholders	\$2,501,238,177
		Total Liabilities and Surplus	\$8,463,930,361

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

BID SECURITY

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

CONSENT OF SURETY

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

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

Sample wording is as shown below:

CONSENT OF SURETY

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

Insurance Company,

SAMPLE
(Name)

(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____
for: (Project) _____
is awarded to (Bidder) _____
the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

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

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder <u>Gower's Inc.</u>	<u> </u>	<u>42803</u>
(Subcontractor) <u>ARCT</u>	<u> </u>	<u>44961</u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>

Subscribed and sworn
before me this 28th day
of August 2022.

[Signature]

Notary Public of

My Commission Expires , 20 .

[Signature]

Signature

Name and Title
(Type or Print)

HERCULES PAPPAS
NOTARY PUBLIC
State of New Jersey
ID # 50132604
My Comm. Expires July 25, 2025

Certificate Number
42803

Registration Date: 10/19/2021
Expiration Date: 10/18/2023



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2021
Gower's Inc.

Responsible Representative(s):
Kenneth Gower, President

Responsible Representative(s):
Nancy Gower, Treasurer

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Certificate Number
44961

Registration Date: 06/11/2021
Expiration Date: 06/10/2023



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

American Athletic Track and Turf

Responsible Representative(s):

William Narozanick, President

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004, Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter, or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceed 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch. 57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder <u>Gower's Inc.</u>	<u> </u>	<u>0097396</u>
(Subcontractor) <u>AACI</u>	<u> </u>	<u>0072412</u>
(Subcontractor) _____	<u> </u>	<u> </u>
(Subcontractor) _____	<u> </u>	<u> </u>
(Subcontractor) _____	<u> </u>	<u> </u>

Subscribed and sworn
before me this 29th day
of August 2022.

[Signature]

[Signature]

Signature

Notary Public of _____

Name and Title
(Type or Print)

My Commission Expires _____, 20____.

HERCULES PAPPAS
NOTARY PUBLIC
State of New Jersey
ID # 50132604
My Comm. Expires July 25, 2025

CERTIFICATE OF EMPLOYEE INFORMATION REPORT**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2014** to **15-AUG-2021**

GOWER'S INC.
384 EAYRESTOWN RD.
SOUTHAMPTON

NJ 08088



[Signature]

Andrew P. Sidamon-Eristoff
State Treasurer

Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, N J 08646-0252

TAXPAYER NAME:

GOWER'S, INC.

TRADE NAME:

ADDRESS:

384 EAYRESTOWN ROAD
SOUTHAMPTON NJ 08088-9170

SEQUENCE NUMBER:

0097396

EFFECTIVE DATE:

03/01/78

ISSUANCE DATE:

08/19/09

[Signature]

Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D205846V...

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



State of New Jersey
Department of Community Affairs
Board of Landscape Irrigation Contractors

This is to certify that

KENNETH E. GOWER

has been certified as:

Landscape Irrigation
Contractor

CERTIFICATION #

22546

EFFECTIVE DATE

1/31/2022

EXPIRATION DATE

1/31/2024

[Signature]
SUPERVISOR OF LICENSING AND EDUCATION

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

AMERICAN ATHLETIC COURTS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

222-559-637/000

CONTRACTOR CERTIFICATION#

0072412

ADDRESS

P O BOX 325

MARLTON NJ 08053

ISSUANCE DATE:

09/13/01

EFFECTIVE DATE:

01/31/83

Patricia A. Chiacchis

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

BACKGROUND QUESTIONNAIRE

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

Date of Organization of Company 1979

Name and address of officers: _____

President Kenneth Gower
 Vice President 50 Birmingham Rd. Pemberton NJ 08068
 Secretary Nancy Gower
 Treasurer 50 Birmingham Rd. Pemberton NJ 08068

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 43

2. How many years experience in this type of construction work has your organization had? 43

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

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ <u>450,000</u>	<u>5/2022</u>	<u>American Athletic Ct.</u>
B.	\$ <u>225,000.</u>	<u>9/2021</u>	<u>"</u>
C.	\$ <u>175,000.</u>	<u>8/2021</u>	<u>Southampton Schools</u>
D.	\$ <u>65,000.</u>	<u>8/2022</u>	<u>Lenape R.H.S.</u>
E.	\$ _____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>Bill Buccarelli CM&E Eng.</u>	<u>609 684 929 1438</u>
B.	<u>Al Buccarelli AACT</u>	<u>609 410 4466</u>
C.	_____	_____
D.	_____	_____
E.	_____	_____

Background Questionnaire
Page 2

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? No
If so, state the name of individual, position and the name of the other organization _____

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

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
<u>Stockton University</u>	<u>AACI</u>	<u>\$ 200,000.00</u>
<u>Lindenwood HS</u>	<u>AACI</u>	<u>\$ 175,000.00</u>
_____	_____	<u>\$ _____</u>
_____	_____	<u>\$ _____</u>
_____	_____	<u>\$ _____</u>

Background Questionnaire
Page 3

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

1,000,000.00

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

See attached

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE NEW JERSEY

SS

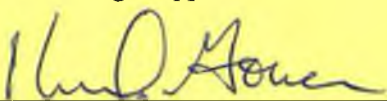
COUNTY OF _____

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

I am _____ an officer of the firm of _____ the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the _____, as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

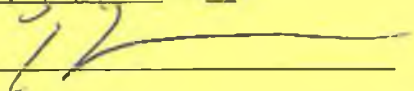
The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 12:60-7.1 et seq, commits any of the acts listed therein, and as determined according to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



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

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this 29th day
of August 2022.



Notary Public of _____

My Commission Expires _____, 20 ____.

HERCULES PAPPAS

NOTARY PUBLIC

State of New Jersey

ID # 50132604

My Comm. Expires July 25, 2025

GOWER'S INC EQUIPMENT INVENTORY 2001

1987	FORD	DUMP TRUCK	L8000
1986	FORD	PU	F250
1975	FORD	DUMP TRUCK	F350
1992	EAGER BEAVER		10HDB
	JERSEY		6T
1994	JD	TLB	310D
1985	KUBOTA	TL	L3750HDT
	REINCO		TM7-30A
2001	KUBOTA	TL	M5700HDF
2000	FORD	DUMP TRUCK	F-450
2002	CHEVY	UTILITY	HD
1986	KOMATS	DOZER	D-31P17A
	JD	TRAC	850
	BOBCAT	TRENCHER	3023
2000	BOBCAT	SKID STEER	873G
2004	JD	TRACTOR	5320
	SULLAIR	AIR COMPRESSOR	175
	VERMEER	TRENCHER/PLOW	LM-42
2005	KUBOTA	TURF TRACTOR	L-4330HST
2001	JD	Excavator	LC-200

NON-COLLUSION AFFIDAVIT

STATE OF NT:
COUNTY OF Burlington SS.

I, Kenneth Gower of the (City, Town, Township, Borough,
etc.)
of Pemberton in the County of Burlington and the
State of NT, of full age, being duly sworn

according to law on my oath depose and say that:

I am President
of the firm of Gower's Inc.
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority
to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or
otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and
that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge
that the _____ relies upon the truth of the statements contained in said Proposal and in this affidavit in
awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona
fide employees or bona fide established commercial or selling agencies maintained by

Gower's Inc.
(Name of Bidder)

Ken Gower
(Also type or print name of
affiant under signature)

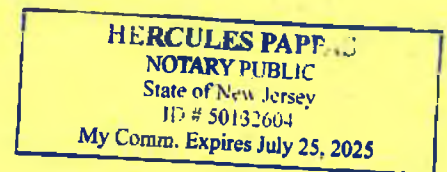
(N.J.S.A. 52:34-15)

Subscribed and sworn to
before me this 27th day
of August 2022

[Signature]
Notary Public of

My commission expires:

(Date)



AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

"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.

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

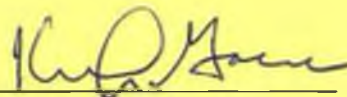
The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. and agrees to furnish the required forms of evidence.

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

Subscribed and sworn to before

me this 28th day of Aug. 2022

Notary Public of _____


Signature

Kenneth Gower Pres.
Name & Title
(Type or Print)

My Commission expires:

Date

HERCULES PAPPAS

NOTARY PUBLIC

State of New Jersey

ID # 50132604

My Comm. Expires July 25, 2025

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

AFFIDAVIT

I, Kenneth Gower of the (City, Town, Township, Borough,
etc.)
of Pemberton in the County of Burlington and the
State of N.J. of full age, being duly sworn

according to law on my oath depose and say that:

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

(Check appropriate Statement(s))

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

 I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.
If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

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

SEAL

Kenneth Gower
President

Title:

Gower's Inc.
Name of Company

Subscribed and sworn to
before me this 24th day
of August 2022

HERCULES PAPPAS
NOTARY PUBLIC
State of New Jersey
ID # 50132604
My Comm. Expires July 25, 2025

Notary Public of _____

My commission expires:

(Date)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 0304-T-194

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

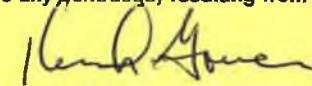
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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): Kenneth Gower

Signature: 

Title: Pres

Date: 9/6/2022

BIDFORM

Pursuant to and in compliance with your Advertisement for Bids dated **August 25, 2022**, and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **Re-Bid Northern Community Park, Baseball Field and Park Expansion Project (Burlington County Park Grant)**, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the **Township of Bordentown** or its Engineer and mailed to the undersigned by certified mail with the return receipt requested prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Extension of Unit Prices **must** be exact. CONTRACTOR MUST BID ALL ITEMS.

The Township Reserves the Right to Award the **Base Bid or Base Bid plus Alternate #1 or Base Bid plus Alternate #2 or Base Bid plus Alternate #1 & Alternate #2**

Contract Time: 120 Calendar Days

Schedule of Liquidated Damages:

One (1) to Fifteen (15) Days:	\$500	per calendar day
Sixteen (16) to Thirty (30) Days:	\$1,000.00	per calendar day
Greater Than Thirty (30) Days:	\$2,000.00	per calendar day

BASE BID

Item	Quantity	Units	Description	Unit Price	Amount
Base Bid					
NCP Recreation Expansion Project					
1	1	LS	Mobilization.	\$ 30,000.00	\$ 30,000.00
2	1	UN	Stone Construction Entrance.	\$ 2,000.00	\$ 2,000.00
3	2,500	LF	Silt Fence.	\$ 3.00	\$ 7,500.00
4	2	UN	Inlet Filter.	\$ 200.00	\$ 400.00
5	128	SF	Construction Signs, if and where directed.	\$ 4.00	\$ 384.00
Pickleball Courts					
6	1	LS	Install Pickleball Courts, Complete. (Posts/Nets, Color-coating System, Striping).	\$ 47,450.00	\$ 47,450.00
7	600	SF	Asphalt Court Surface Repairs, Complete (sawcut, 1-1/2" surface course, 2" base course).	\$ 15.00	\$ 9,000.00
Clearing, Grading and Stabilization					
8	1.50	AC	Clearing, Grubbing and Disposal of Wooded Areas	\$ 20,000.00	\$ 30,000.00
9	7,260	SY	Supply, Grade and Place 4" thick Topsoil at Disturbed Area. (includes spoils area as directed by Engineer).	\$ 2.00	\$ 14,520.00
10	7,260	SY	Fertilize and Hydro-seeding of Disturbed Areas Outside of Future Baseball Field #4 Play Area.	\$ 1.20	\$ 8,712.00

11	2,500	SY	Install Starter Fertilizer and Seed to Future Baseball Field #4 Play Area Disturbed During Grading Activity (440#/Ac).	\$ 1.30	\$ 3250.00
12	2,500	SY	Install "Netless" Stabilization Blankets for Future Baseball Field #4 Play Area Disturbed During Grading Activity.	\$ 1.30	\$ 3250.00
13	400	CY	Supply and Install Screened Topsoil, if and where directed by engineer. (Topsoil to be Certified Clean).	\$ 40.00	\$ 16,000.00
14	1,000	CY	Supply and Install Fill, if and where directed by engineer. (Fill to be Certified Clean).	\$ 20.00	\$ 20,000.00
15	400	CY	Excavation, Unclassified. If and were directed by Engineer.	\$ 15.00	\$ 6,000.00

Baseball Field #3

16	1	UN	Install Baseball Field, Complete. Work includes all excavation, grading, in-field mix, pitcher mound, stone dust warning track, lawn restoration, all fencing, bases, dugout/shade structure construction and miscellaneous improvements as detailed on the plans.	\$ 120,000.00	\$ 120,000.00
17	220	LF	Removal and Disposal of Existing 4' high Chain Link Fence.	\$ 5.00	\$ 1,100.00
18	6	UN	Removal and Disposal of Existing Wood Light Poles (Electric to be terminated by others)	\$ 500.00	\$ 3,000.00

Pathway to Baseball Field #3

19	360	SY	Filter Fabric, Mirafi 140N or Approved Equal.	\$ 1.25	\$ 450.00
20	360	SY	4" Thick, Porous Bituminous Pavement	\$ 70.00	\$ 25,200.00
21	20	CY	2" Thick, 3/4" Clean Crushed Choke Stone, Washed.	\$ 66.00	\$ 1,200.00
22	80	CY	8" Thick, 1-1/2" Clean Crushed Stone, Washed.	\$ 60.00	\$ 4,800.00
23	140	CY	Grade and Topsoil Pathway Excavation Spoils On-site (on-site topsoil to be utilized for cover) as directed by engineer.	\$ 15.00	\$ 2,100.00
24	140	CY	Bike Pathway Excavation.	\$ 15.00	\$ 2,100.00

Doggie Park

25	1	LS	Removal and Restoration of Existing "Doggie Park", Complete.	\$ 2,500.00	\$ 2,500.00
26	600	LF	Install Relocated "Doggie Park" Fencing and Gates, Complete. (Existing 5' High Chain Link Fabric, Toprails and Gates to be reutilized.)	\$ 15.00	\$ 9,000.00
27	1	LS	Relocate Shade Structure from Existing "Doggie Park".	\$ 3,000.00	\$ 3,000.00

Total Amount Bid Based on Estimated Quantities, BASE BID, NCP RECREATION EXPANSION PROJECT, Items #1 - #27 Inclusive.

\$ 372,916.00

Price In words: Three hundred seventy two thousand nine hundred sixteen dollars

Signature Kenneth Gower Name & Title (Type or Print) Kenneth Gower Pres.

Bid Date 9/7/2022 Company Name Gower's Inc.

ALTERNATE BID #1

Contract Time: Add 30 Calendar Days

ALTERNATE BID #1				Unit Price	Amount
Item	Quantity	Units	Description		
Alternate Bid #1					
Baseball Field #4					
1	1	LS	Install Baseball Field, Complete. Work includes all excavation, grading, in-field mix, pitcher mound, stone dust warning track, lawn restoration, all fencing, bases, dugout/shade structure construction and miscellaneous improvements as detailed on the plans.	\$ 120,000.00	\$ 120,000.00
Pathway to Baseball Field #4					
2	360	SY	Filter Fabric, Mirafi 140N or Approved Equal.	\$ 1.25	\$ 450.00
3	360	SY	4" Thick, Porous Bituminous Pavement	\$ 70.00	\$ 25200.00
4	20	CY	2" Thick, 3/4" Clean Crushed Choke Stone, Washed.	\$ 60.00	\$ 1200.00
5	80	CY	8" Thick, 1-1/2" Clean Crushed Stone, Washed.	\$ 60.00	\$ 4800.00
6	140	CY	Grade and Topsoil Pathway Excavation Spoils On-site (on-site topsoil to be utilized for cover) as directed by engineer.	\$ 15.00	\$ 2100.00
7	140	CY	Bike Pathway Excavation.	\$ 15.00	\$ 2100.00
Total Amount Bid Based on Estimated Quantities, ALTERNATE BID #1, Baseball Field #4, Items 1 - 7, Inclusively.					\$ 155,850.00

Price In words: One hundred fifty five thousand eight hundred fifty dollars

Signature Kenneth Gower Name & Title (Type or Print) Kenneth Gower Pres.

Bid Date 9/7/2022 Company Name Gower's Inc.

ALTERNATE BID #2

Contract Time:

Add 45 Calendar Days

ALTERNATE BID #2

Item	Quantity	Units	Description	Unit Price	Amount
Alternate Bid #2					
Pedestrian/Bicycle Pathway					
1	1	LS	Mobilization.	\$ 30,000.00	\$ 30,000.00
2	3,850	SY	Filter Fabric, Mirafi 140N or Approved Equal.	\$ 1.25	\$ 4,812.00
3	3,850	SY	4" Thick, Porous Bituminous Pavement	\$ 60.00	\$ 231,000.00
4	230	CY	2" Thick, 3/4" Clean Crushed Choke Stone, Washed.	\$ 60.00	\$ 13,800.00
5	880	CY	8" Thick, 1-1/2" Clean Crushed Stone, Washed.	\$ 60.00	\$ 52,800.00
6	1,500	CY	Bike Pathway Excavation.	\$ 15.00	\$ 22,500.00
7	1,666	SY	Removal and Disposal of Existing Bituminous Bike Pathway	\$ 4.50	\$ 7,497.00
8	50	SY	Repair Existing Bituminous Pathway, Complete (Sawcut, Grade, DGA and 2" Top Course).	\$ 50.00	\$ 2,500.00
9	1,600	CY	Grade and Topsoil Pathway Excavation Spoils On-site (on-site topsoil to be utilized for cover) as directed by engineer	\$ 3.00	\$ 4,800.00

Total Amount Bid Based on Estimated Quantities,
ALTERNATE BID #2, Pedestrian/Bicycle Pathway,
Items 1 - 9, Inclusively.

\$ 369,709.00

Price In words: Three hundred sixty nine thousand seven hundred
ninety dollars

Signature *Kenneth Gower*

Kenneth Gower Pres.

Name & Title (Type or Print)

Bid Date 9/1/2022

Gower's Inc.

Company Name

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INFORMATION FOR BIDDERS

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

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

1.02 CONDITION OF WORK

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

1.03 OBLIGATIONS OF BIDDERS

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

1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

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

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

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

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

1.05 QUALIFICATIONS OF BIDDERS

The owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence

submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

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

1.06 DISCLOSURE STATEMENT P.L. 1977 CHAPTER 33

No corporation or partnership shall be awarded any contract nor shall any agreements be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with any public funds, by the State, County, Municipality or School District, or any subsidiary or agency of the State, County, Municipality or School District or by any Authority, Board or Commission which exercises governmental function, unless prior to the receipt of the bid of said corporation or said partnership, there is submitted a statement setting forth the name and addresses of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class or of all individual partners in the partnership who owns ten percent or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation's stock or the individual partners owning ten percent or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholders and individual partner exceeding the ten percent ownership criteria established in this act has been listed. If the bidder is not a corporation, or partnership, it should so indicate on the disclosure statement.

1.07 MANUFACTURED ARTICLES

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

1.08 BID SECURITY AND CONSENT OF SURETY

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

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

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

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

1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax 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.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e or f. of section 92 of P.L.1977, c110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

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

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

For each bid made, all blank spaces in the Bid Form must be filled in, in ink, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy.

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

2.02 PRICE TO INCLUDE

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

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

2.03 REJECTION OF BIDS

The owner reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Owner to be

in the best interests of the Owner in accordance with the requirements contained in N.J.S.A. 40A:11-1 et seq. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Owner at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

2.04 AWARD OF BID

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

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

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

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

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

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

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

In addition, for these public works project bids, including any and all alternates, that equals at least \$850,000.00 but not more than \$3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in New Jersey as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the N. J. Commissioner of Insurance N.J.A.C. 11:1-41.1 et seq.

In addition, for those public works project bids, including any and all alternates, is in excess of \$3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines

the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

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

3.03 LAWS AND REGULATIONS

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

3.04 PERMITS

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

3.05 CONTRACT DOCUMENTS

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

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

3.06 NOTICE TO PROCEED

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

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

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

4.01 BIDDER REFERRED TO LAW

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

4.02 SPECIFIC LANGUAGE REQUIRED

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

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed,

and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et.seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions 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 woman workers is equal to or greater than the applicable employment goal established in accordance with N.J.S.A.17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request the referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or sub-contractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A.10:5-31 et. seq.;
6. To adhere to the following procedure when minority and women workers apply or are referred to the contractors or subcontractor:
 - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or sub-contractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

4.03 CONTRACT PROCEDURES

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

At the time the Owner submits a contract for signing to the construction contractor, the construction contractor shall complete and submit an initial Project Workforce Report Form AA 201. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations.

Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA 202 once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer.

4.04 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities, in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made part of this contract. In providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs or other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

CONTRACT BY AND BETWEEN
TOWNSHIP OF BORDENTOWN AND GOWER'S, INC.
FOR 2019 BURLINGTON COUNTY MUNICIPAL PARK DEVELOPMENT PROGRAM
NORTHERN COMMUNITY PARK IMPROVEMENT PROJECT

THIS AGREEMENT by and between the TOWNSHIP of BORDENTOWN, a (municipal corporation, municipal utilities authority, regional sewerage authority, etc.) of the State of New Jersey, having its principal offices located at 1 Municipal Drive, Bordentown, New Jersey 08505, hereinafter referred to as "Township" and GOWER'S, INC., having its principal place of business located at 384 Eayrestown Road, Southampton, NJ 08088, hereinafter referred to as "Contractor";

WITNESSETH

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the 2019 Burlington County Municipal Park Development Project – Northern Community Park Improvement Project, in accordance with the Contract Documents (as defined herein below) and in compliance with this Contract, as follows:

1. Contractor agrees to receive as full compensation the amount stated herein, namely \$373,044.00 (Comprised of Base Bid Items #1 through #27 Inclusive), for said services provided to the Township. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.
2. To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Township shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings.
6. All Addenda.
3. **AFFIRMATIVE ACTION.** This Agreement is subject to the terms and conditions of the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq. These terms and conditions are set forth in the Bid Specifications and are made a part hereof as if more full set forth herein at length.

4. BUSINESS REGISTRATION COMPLIANCE. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide good or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

5. INSURANCE REQUIREMENTS. Pursuant to the requirements of the Bid Specifications, Contractor shall provide Township, prior to commencement of any work under this contract, evidence confirming that Contractor has the following insurance in place, with the Township being named as Additional Insured:

1. Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 any one accident for bodily injury and \$500,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

6. AMERICANS WITH DISABILITIES ACT OF 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractor acknowledges and agrees that the Americans with Disabilities language that is included in the Bid Specifications and Contractor's Bid Proposal, and is incorporated herein by reference and made a part hereof as if more fully set forth at length, and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the Township harmless.

7. AMENDMENTS. No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of Township and Contractor.

8. NOTICES.

Notice pursuant to this Contract shall be given in writing by certified mail to the parties at the following addresses:

To TOWNSHIP:

Maria Carrington, Acting Township Clerk

1 Municipal Drive

Bordentown, New Jersey 08505

To CONTRACTOR:

Kenneth Gower

Gower's, Inc.

384 Eayrestown Road

Southampton, NJ 08088

or to such other address as the Parties may hereafter designate by notice given in accordance with the terms of this Section.

9. EFFECT OF AGREEMENT.

- a. This Contract, which includes the Contract Documents as set forth in paragraph 2 herein, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, and there are no other terms and conditions other than those set forth herein. No covenant or condition not expressed in this Contract shall be effective to interpret, change or restrict this Contract. No change, termination or attempted waiver of any of the provisions of this Contract shall be binding on either party's respective heirs, administrators, executors, personal representatives, successors and assigns, except as otherwise proved herein.

10. MISCELLANEOUS.

- a. Terms used in this Contract shall have the same meanings as indicated in the Bid Specifications.
- b. Neither Township nor Contractor shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, Contractor shall not assign any monies due or to become due without the prior written consent of Township.
- c. Township and Contractor each binds him/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

- d. This agreement and the Contract Documents constitute the entire agreement between the Township and Contractor and may only be altered, amended or repealed by a written instrument duly executed by both parties.

11. OTHER PROVISIONS.

- a. Agreement to Do All Work and to Accept Conditions. The Contractor agrees to furnish all labor, materials and equipment, to fully and faithfully construct, perform, and execute all work in accordance with the specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him/her in the itemized proposal.
- b. Modification of Contract. The Contractor, in entering into this contract, understands that the Township reserves the right to modify, to the extent herein provided, the scope or size of the services requested, whenever it shall deem it necessary or available to do so. The Contractor shall and will accept such modifications when ordered in writing by the Township, and the same shall not violate or void this contract. Any such modifications so made, shall not, however, subject the Contractor to increase expense without equitable compensation, which shall be determined by the Township Engineer, subject to the approval of the Township. If such modifications (if there be any) result in decrease in the cost of work involved, an equitable deduction from the contract price shall be made, as determined by the Township Engineer. The Township Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the specifications be made unless the nature and extent thereof has first been certified by the Township Engineer in writing and sent to the Contractor.
- c. Increase or Decrease of Quantities; Elimination of Items (if applicable). In entering into this contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Township may find it advisable and shall have the right to omit portions of the work and to increase or decrease quantities, and the Township reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Township.
- d. The Contractor shall and will at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.
- e. Hold Harmless Agreement. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of

legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any act or omission on the part of the Contractor or his agent or agents. In that regard, Contract shall comply with all other legal requirements including affirmative action requirements and prevailing wage laws.

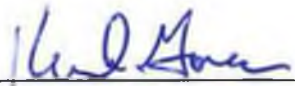
- f. The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply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

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

IN WITNESS WHEREOF, they have executed this Agreement.

CONTRACTOR:

ATTEST:



BY 

Kenneth Gower Pres

Print Name & Title

Nancy H. Gower

Print Name & Title (Seal)

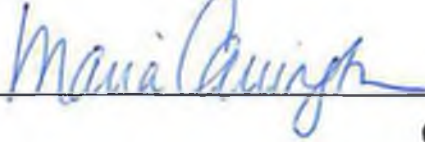
Dated this 26 day of Sept, 2020.

Township of Bordentown:

ATTEST:



Stephen Benowitz, Mayor

BY 
(Seal)

Dated this 28th day of September, 2020.

TO: INSURANCE PRODUCER

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

A. Comprehensive General Liability (CGL)

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

Minimum Coverage

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

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

Contractual Insurance (Blanket Coverage)

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

INDEMNIFICATION

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

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

Minimum Coverage

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

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

and

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

D. Excess Liability

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

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

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

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

TOWNSHIP OF BORDENTOWN
RESOLUTION #2022-226

RESOLUTION TO AWARD A CONTRACT FOR THE NORTHERN COMMUNITY PARK
IMPROVEMENT PROJECT

WHEREAS, the Northern Community Park Improvement Project was initially bid with an opening of August 9, 2022; and

WHEREAS, the Township Committee of the Township of Bordentown rejected the bid received via Resolution #2022-207 on August 15, 2022 for significantly exceeding both the engineer's estimate and the Township's appropriation; and

WHEREAS, the project's bid specifications were rewritten to provide for a base bid with two alternatives with the base bid including the installation of six pickleball courts and a Little League Field with related site work/pathway for ADA accessibility, the relocation of the dog park, removal of wooden light poles and the clearing and grading for pathways and a second baseball field; and

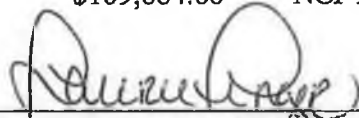
WHEREAS, two (2) bids were received by the Township Engineer on September 7, 2022 in response to the revised specifications; and

WHEREAS, the Township Committee has reviewed the recommendation made by the Township Engineer in a letter dated August 7, 2022 to award a contract for the base bid to the apparent low bidder, Gower's Inc. whose base bid is \$373,044.00; and

WHEREAS, the 2019 Burlington County Municipal Park Development Grant of \$150,000 will be used to offset the expenses of the Township; and

WHEREAS, this is to certify to the Township Committee of the Township of Bordentown that funds for this resolution are available as follows:

BUDGET ACCOUNT	YEAR	COST	DETAIL
C-04-55-970-200 (Ord. 2020-19)	CAPITAL	\$244,896.87	NCP Improvements
C-04-972-600 (Ord. 2021-07)	CAPITAL	\$18,462.47	NCP Improvements
C-04-973-300 (Ord. 2022-08)	CAPITAL	\$109,684.66	NCP Improvements


LAURIE FINGER, CMFO/CTC

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby award a contract for the Northern Community Park Improvement Project to Gower's Inc. of 384 Eayrestown Road, Southampton, NJ 08088 in the amount of \$373,044.00 for the base bid; and

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are hereby authorized and directed to execute a contract for same.

I, Maria S. Carrington, Clerk of the Township of Bordentown, hereby certify that the above is a true copy of a resolution duly authorized by the Township Committee at a meeting held on the 12th day of September, 2022


MARIA S. CARRINGTON, RMC, Township Clerk

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GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

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

Owner Township of Bordentown
1 Municipal Drive
Bordentown, New Jersey 08505

Engineer Turek Consulting, LLC
712 E Main Street, Suite 1A
Moorestown, New Jersey, 08057

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

Day Calendar day.

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

1.02 SPECIAL NOTICE

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

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

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

1.04 SUBLETTING OR ASSIGNING OF CONTRACT

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

1.05 CONSTRUING THE SPECIFICATIONS

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

1.06 NECESSARY TO COMPLETE

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

1.07 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same affect as if shown or mentioned respectively in both. In case of any conflict within the construction documents, the Engineer shall determine which of the requirements shall govern based upon the most stringent of the requirements, and the Contractor shall perform the work at no additional cost or time to the owner. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

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

1.08 RIGHT-OF-WAY

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

1.09 TIME LIMITS

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

Base Bid - 120 Calendar Days

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work.

1.10 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract or the terms and conditions of P.L. 1971, c. 198 (C.40A:11-1 et seq., Local Publics Contract Law), then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages.

One (1) to Fifteen (15) Days beyond Contract Time Limits.....Five Hundred (\$500.00) dollars per calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits.....One Thousand (\$1,000.00) dollars per calendar day

Greater than Thirty (30) Days beyond Contract Time LimitsTwo Thousand (\$2,000.00) dollars per calendar day

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

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

1.11 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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

- (a) The Contractor has violated the provisions of P.L. 1971 c. 198 (C:40A:11-1 et seq., Local Public Contracts Law), or any other Federal, State or Local law, or
- (b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (c) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or
- (d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or

- (e) The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
- (f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
- (g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

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

1.12 REFERENCE TO THE STANDARD SPECIFICATIONS

- (a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.
- (b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be purchased from the New Jersey Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with his work. He shall comply with all State Laws and Regulations concerning Workmen's Compensation and shall maintain such insurance as will protect him against all

claims for damages for personal injury, including death which may arise during prosecution of the contract, either by himself or by any Subcontractor or anyone directly or indirectly employed by either of them.

2.02 CONTRACTOR'S INSURANCE

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

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

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

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

The following types of insurance are required:

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

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

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

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

2.03 SUIT OR CLAIMS

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

2.04 DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and save harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of

any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

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

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

3.02 SURVEYS

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

3.03 PRESERVATION OF STAKES

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

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

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

- (f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

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

3.06 CORRECTION OF WORK

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

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

3.07 PUBLIC UTILITIES

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

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

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

Separate payments will not be made for the following:

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

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

3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of his work and shall protect Owner's property from injury or loss arising in connection with his work. He shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of

his work, including delivery to the site of the equipment, materials and supplies. He shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

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

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

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

3.10 EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such estimated cost will be the actual cost of materials, labor, equipment, and 10 % overhead plus ten percent (10%) profit. Contractor shall furnish breakdown estimate for such extra work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11 et seq.

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

3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to pursuant to P.L. 1971, c. 198 (C. 40A:11-1 et seq., Local Public Contracts Law).

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

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

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

4.02 CONTRACTOR'S SUPERINTENDENT

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

4.03 LABOR LAWS

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

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

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

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

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

In the event it is found that any workmen, employed by the Contractor or any Subcontractor, on this project, has been paid a rate of wages less than the prevailing wage required, the Department of Labor along with the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise, the

Contractor and his surety(ies) shall be liable to the Department of Labor along with the Owner for any excess costs occasioned thereby.

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

4.04 CONTRACTOR'S EMPLOYEES

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

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workmen and laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours constituting a days work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., and all State and Federal laws.

4.06 PAYMENT OF EMPLOYEES

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

4.07 SAFETY AND HEALTH REGULATIONS

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

4.08 ACCIDENT PREVENTION

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

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

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

5.02 ROYALTIES AND PAYMENTS

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

5.03 USE OF DOMESTIC MATERIAL

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

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

5.04 ORDERING MATERIALS

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

5.05 SAMPLES

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

5.06 SHOP OR SETTING DRAWINGS

(a) The Contractor shall submit promptly eight copies, of which two will be returned to the contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.

(b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.

(c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at his own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

5.08 OR EQUAL CLAUSES

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

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

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

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

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

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

5.09 SUBSTITUTIONS

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

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

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

5.10 MATERIAL SAFETY DATA

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

6.0 INSPECTION AND TESTING

6.01 INSPECTION

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

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

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

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

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

6.02 DAILY REPORTS

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

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

6.03 INSPECTORS

The work shall be conducted under the general observation of the Engineer through such Inspectors as the Engineer employs. Inspectors are stationed on the site of the work to represent the Engineer and to report to him concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party.

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

6.04 OFFICE TRAILER

When required by the Contract Documents, the Contractor shall furnish and maintain a private office for the Owner or Owners designee with an area not less than 80 square feet which shall have heat, light, a desk, four-drawer locked legal size file, plan rack, 36"x48" drawing table, desk, chair, telephone service and drawing stool. When more than one Contractor is engaged, the office shall be furnished and maintained by the General Contractor.

6.05 ACCESS TO THE WORK

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

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

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

6.06 COVERING UNINSPECTED WORK

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

6.07 TESTING MATERIALS

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

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

7.0 PAYMENTS

7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall update the schedule each time a change is approved, but at a minimum every 30 days. An updated schedule shall be submitted with the Contractor's payment application. Should a payment application be submitted without an updated schedule, payment processing may be delayed. The Contractor shall also furnish the Engineer (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules are to be used in determining the basis of partial payments.

7.02 PAYMENTS

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

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

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

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

7.03 RETAINAGE

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

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

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

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

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

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

7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

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

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

7.06 COSTS OF ENGINEERING AND INSPECTION

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

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

7.07 LIENS

Final payment of retained percentage shall not become due until the Contractor, if required, shall furnish the Owner a complete release of liens arising out of his contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever.

7.08 PREVAILING WAGE PAYMENT CERTIFICATE

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

7.09 CERTIFIED PAYROLL REPORTS

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

PREVAILING WAGE PAYMENT CERTIFICATION

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

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

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

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

DATED: _____
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

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

Signature

Sworn and subscribed to
before me this _____ day of _____ 20__

Notary Public of New Jersey

CERTIFICATION OF SITE SAFETY CONDITIONS

TOWN: _____ PROJECT
NAME _____

COUNTY _____ JOB # _____

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

- | | |
|---|---|
| ☐ Unsafe Trench Condition | ☐ Unsafe Entry to Live Manhole |
| ☐ Unsafe Traffic Control | ☐ Unsafe Equipment |
| ☐ Inadequate Fall Protection | ☐ Proximity to Electric |
| ☐ Other _____ | |

☐ None _____

Comments/Resolutions _____

Contractor: _____

by: _____
Authorized Representative

I executed this form at _____ on _____
Time Date

8.0 VALUE ENGINEERING CONSTRUCTION CHANGE ORDERS

8.01 IMPLEMENTATION OF VALUE ENGINEERING

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

8.02 STATUTORY PROVISIONS

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

8.03 PROCEDURES

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

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

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

Proposals will not be considered that change the following:

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

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

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

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

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

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

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

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

amount payable for the Work at the Contract prices as if it were constructed according to the original Contract requirements. Such rejection or limitation of reimbursement does not constitute the basis of any claim against the Owner for delay or for any other costs.

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

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

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

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

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

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APPENDIX A – PREVAILING WAGE RATES ARE AVAILABLE FOR BIDDER REVIEW IN THE OFFICES OF TUREK CONSULTING; COPY WILL BE INCLUDED WITHIN EACH CONTRACT SET PROVIDED TO THE AWARDED CONTRACTOR.

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SCOPE OF WORK

1.01 GENERAL

In general, the work on this project consists of the installation of Little League Baseball Fields, pickleball courts, the relocation of a “doggie-park” and the construction of a pedestrian/bicycle pathway within the existing Northern Community Park, located in Bordentown Township, Burlington County, New Jersey. Other miscellaneous related improvements are included in the contract as described in the Descriptions of Work below.

An Alternate Bid #1 and Alternate Bid #2 are also made part of this project for the construction of an additional baseball field and pedestrian/bicycle pathway as described below.

1.02 DESCRIPTION OF EXISTING CONDITIONS

Northern Community Park is an existing public park located on Groveville Road, situated between NJSH Routes 130 & 206. Presently, there are two (2) existing baseball fields, tennis courts, basketball courts, concession building with restrooms, tot-lots along with other passive recreational uses, including a doggie-park.

The project calls for the construction of a Little League baseball field, conversion of existing tennis courts to pickleball courts, relocation of doggie-park and site clearing and grading. Alternate Bids for a second Little League baseball field and modifications and extensions to the existing bituminous pedestrian/bicycle path are also included.

The contractor is made aware that this project is located within a heavily utilized public park. Special attention and safety measures are to be taken to secure any potentially dangerous areas or unsafe conditions of work during construction. All work is to be secured at the end of each day and materials safely stored away from the public.

1.03 DESCRIPTION OF WORK

The proposed work shall generally consist of the following:

BASE BID #1 – Little League Field #3, Pickleball Courts, Doggie-Park Construction

- A. Establish soil erosion measures. Construction entrance and silt erosion control measures are to be installed and maintained throughout the duration of the project.

Should tracking of soils occur onto the roadway, a sweeper will be required to clean the impacted areas immediately. Any costs related to sweeping or control of site erosion are to be included in the various items bid for the project.

- B. Perform all site clearing of wooded areas as reflected on the plans. Work includes removal and disposal of all vegetation, including removal of all tree stumps, complete. No materials are to be buried or stored on site.
- C. Perform all site grading as reflected on the plans as part of Base Bid. Work includes placement of fill and topsoil.
- D. Install "Park - Closed" signage as part of the "on or about" signage at the existing pathway, tennis courts, concession building and parking lot, to clearly advise the public of the construction activities during the various stages of work.
- E. Construct one (1) Little League baseball field, complete, as reflected on the plans, including, grading, fencing, dugouts, infield mix, stone dust warning track, pitcher's mound and bases. Benches for dugouts will be supplied by the Township and are to be installed as part of this contract.
- F. Construct the pedestrian/bicycle pathway (porous pavement) as required and shown on the plans related to Little League Field #3. Pathway layout is to be confirmed with the Engineer prior to start of work. Spoils from pedestrian/bicycle pathway construction are to be utilized for the regrading efforts for the project path. Excess soils can be stockpiled, properly graded and stabilized on site at the direction of the Engineer. Price bid for this work should include all restoration and stabilization of pathway edges. No separate payment will be made for restoration of the pathway edges.
- G. Baseball field construction will require supply and installation of Certified In-field Mix, 4" thick minimum. Miscellaneous grading is required for field construction as shown on the plans. Use of existing site grading and existing turf should be maintained unless otherwise shown on the plans.
- H. Baseball field lawn restorations shall include the installation of starter fertilizer, seed and vegetative establishment blankets to all disturbed areas as reflected on the plans. Vegetative establishment blankets are to be a netless type system, "*Futerra F4 Netless Natural Color*" or approved equal, for rapid vegetative establishment. Seed mixture is to be "*Smart Seed Pro-Athletic Field Mixture, Blue Tag Certified*", by Pennington Seed, Inc. or approved equal. (*Seed Mixture is to be 80% 3 Turf Type Tall Fescue, 10% Bluegrass, and 10% Trek Tetraploid Perennial Ryegrass*). Seed is to be applied at a rate of 440 pounds per acre. Work includes placement of a minimum of four (4) inches of topsoil where grading/disturbance is to be performed.

- I. Fine grade all areas outside of the baseball field play surfaces and bituminous pathway to correct any areas of erosion and rutting prior to hydro-seeding. As part of this work, existing weeds and vegetation are to be removed and properly disposed, including the removal of any large rocks and/or debris.
- J. Install starter fertilizer and hydro-seeding for all other areas of the park outside of the baseball field play areas. Hydro-seeding seed mixture is to be consistent with the field treatment areas noted above (*Seed Mixture is to be 80% 3 Turf Type Tall Fescue, 10% Bluegrass, and 10% Trek Tetraploid Perennial Ryegrass*) except applied at a rate of 350 pounds per acre.
- K. Corrective work to repair tire rutting or other disturbance to the lawn areas caused during construction outside of the areas of proposed work, will be the responsibility of the contractor to restore to original conditions at no additional costs.
- L. Strip topsoil, grade and reestablish topsoil at baseball field #4 location, areas of related bituminous path and areas of clearing as reflected on the grading plan.
- M. Fine grade baseball field play surfaces for baseball field #4 location (field treatment area) to provide uniform grade in areas of regrading. Remove any high or low areas as needed for a uniform grade to eliminate any potential ponding areas. As part of this work, large stones/rocks and/or debris are to be removed and properly disposed of at no additional costs.
- N. The existing “doggie park” is to be relocated along Groveville Road, as reflected on the plans. Work is to include the re-utilization of the existing five-foot (5') chain-link fabric, top-rails, gates and related materials as practical. The proposed fence length will be equal to or less than that of the existing location. New corner and line posts will be required to be supplied and installed. Posts are to be set in concrete in accordance with industry standards. The existing shade structure is to be relocated and included in the price bid for the “doggie park”. The final fence layout and structure location are to be determined in the field by the Engineer prior to commencement of work.
- O. The existing double tennis court area is to be converted for pickleball court use. Six (6) pickleball courts are to be installed within the existing court area. Work includes repairs to the existing asphalt surface cracking, removal of existing tennis nets and posts/foundations, installation of pickleball posts and nets, surfacing/color system along with line striping.

Work is to include repairs of thermal cracks within the existing asphalt court area. Repairs are to be performed by saw-cutting the area, 18” wide, and repairing the bituminous surface with 1-1/2” surface course and 2” base course with all edges sealed. The existing court was a stone-dust overlay construction performed in 2012.

- P. Pickleball posts and nets are to be supplied and installed in accordance with the manufacturer's recommendation. A minimum post depth of three (3) feet shall be provided, set in concrete. Net anchors are to be set.
- Q. The contractor shall provide and apply an acrylic latex surfacing/color system in strict accordance with Section 02863 of this specification and the manufacturer's recommendations. Prior to performing surface preparation according to this specification and the manufacturer's recommendations, the existing surface shall be swept of all loose dirt and debris and thoroughly cleaned of all embedded dirt, oil and other material that may inhibit proper bonding to the surfacing/color system. The court will have three (3) colors to be determined by the Owner prior to the application.
- R. The contractor shall provide and re-apply white line striping following the curing of the surface/color system. The line design shall follow the details on the plans.
- S. Contractor is responsible to remove and dispose of existing tennis court nets and posts/foundations.
- T. The contractor is responsible for removal and disposal of all soil erosion control materials and restoration of any silt fence trenching upon stabilization of soils.
- U. The project includes the supply and installation of screened, certified topsoil as directed by the engineer and the supply and installation of certified clean fill soils as directed by the engineer.
- V. Work includes the removal and disposal of all debris, vegetation, stumps and construction materials, complete. The cost for this work is to be included in the various line items of the bid.
- W. Contractor is to install advanced warning, "on or about", construction signs within the project scope area a minimum of two (2) weeks prior to start of construction.
- X. All related incidental work, roadway sweeping, dust control, soil erosion and sediment control and cleaning and restoration costs shall be included in the various items of the bid. Upon completion, the contractor shall be responsible for cleaning and restoration of the site in accordance with section 1710 of this specification.
- Y. The contractor is responsible for verifying the location of all utilities and to schedule all work involved with utilities directly. All costs associated with this coordination shall be included in the various items of the bid.

Note: Care should be taken during all site work. Utility mark-outs are required prior to commencement of any site activities.

ALTERNATE BID #1 – Little League Field #4 Construction

- Z. Construct one (1) baseball field (Field #4) complete as reflected on the plans, including grading, fencing, dugouts, infield mix, stone dust warning track, pitcher's mound and bases. Benches for dugouts will be supplied by the Township and are to be installed as part of this contract.
- AA. Work includes all items of work in the base bid as related to Little League Field #3. All grading and stabilization other than installation of infield mix construction is being performed as part of the Base Bid.
- BB. Work includes lawn establishment for areas surrounding all work areas along with the removal and disposal of all debris and construction materials.
- CC. Corrective work to repair tire rutting or other disturbance to the lawn areas caused during construction outside of the areas of proposed work, will be the responsibility of the contractor to restore to original conditions at no additional costs.
- DD. Construct the pedestrian/bicycle pathway (porous pavement) as required and shown on the plans related to Little League Field #4. Pathway layout is to be confirmed with the Engineer prior to start of work. Spoils from pedestrian/bicycle pathway construction are to be utilized for the regrading efforts for the project path. Excess soils can be stockpiled, properly graded and stabilized on site at the direction of the Engineer. Price bid for this work should include all restoration and stabilization of pathway edges. No separate payment will be made for restoration of the pathway edges
- EE. All general notes for the Base Bid descriptions apply to Alternate Bid #1.

ALTERNATE BID #2 – Pedestrian/Bicycle Pathway Construction

- FF. Removal and disposal of existing bituminous pathway, as shown on the plans.
- GG. Install porous bituminous pedestrian/bicycle pathway, as shown on the plans. Price bid for this work should include all restoration and stabilization of pathway edges. No separate payment will be made for restoration of the pathway edges. Spoils from pedestrian/bicycle pathway construction are to be utilized for the regrading efforts for the project path. If awarded, Alternate Bid #2 may negate the need for the Supply and Installation of Clean Fill and Topsoil included in the Base Bid. Excess soils can be stockpiled, properly graded and stabilized on site at the direction of the Engineer

HH. Corrective work to repair tire rutting or other disturbance to the lawn areas caused during construction outside of the areas of proposed work, will be the responsibility of the contractor to restore to original conditions at no additional costs.

II. All general notes for the Base Bid descriptions apply to Alternate Bid #2.

1.04 SITE VISIT

Each bidder is invited to inspect the project site, in order to examine all site contingencies and be aware of existing conditions. No appointments are necessary. The project is located on Groveville Road, located between NJSH Route 130 and NJSH Route 206, as identified on the Key Map of the plans, in Bordentown Township, Burlington County, New Jersey.

1.05 GENERAL

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

It shall be the contractor's responsibility to observe all OSHA, Federal, State and Local regulations. The contractor is solely responsible for the safety of his employees at all times.

All prices must be written in ink or typewritten and signature must be in ink. Failure to comply with the provisions of this notice will result in rejection of the bid. All items are to be bid, including the Alternate Bid.

The Township reserves the right to award the project as the Base Bid and Alternative Bids as cited below:

- Base Bid, or
- Base Bid plus Alternate #1, or
- Base Bid plus Alternate #2, or
- Base Bid plus Alternate #1 and Alternate #2.

The Township of Bordentown anticipates awarding this project at their September 12, 2022 Committee Meeting.

SECTION 01000
GENERAL REQUIREMENTS

1.01 GENERAL

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functionable system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the unit price for the major items of work.
- B. Where construction is being performed in traveled roadways, Contractor is to provide necessary traffic control and devices in accordance with the Current Manual on Uniform Control Devices.
- C. Contractor shall notify all utility companies prior to construction of the work under this contract including the utility "Call Before You Dig" requirement at 1-800-272-1000 for any excavation or asphalt paving work under the contract.
- D. Prior to any excavation, the Contractor shall have all utilities marked, and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
- E. The contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by the plans or as directed by the Engineer. If so required, the Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.
- F. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the owner during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.
- G. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water or any ponds or other bodies of water.
- H. The contractor is hereby advised that Public Law 1975, Chapter 251, as amended by P.L. 1979, Chapter 459 is applicable to this project.
- I. It is the intent of the current standards for Soil Erosion and Sediment Control to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the contractor will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effect.

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

1.02 PUBLIC UTILITIES

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

1.03 PRE-CONSTRUCTION PHOTOGRAPHS

- A. The Contractor shall, at no extra cost, take DVD or digital photographs of the site prior to the commencement of construction. The DVD or photograph record shall accurately depict the existing preconstruction condition of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, mailboxes, street furniture and all other appurtenances within, or outside a 25 foot radius of the limits of the construction of the project. One (1) copy of the CD photograph record or DVD shall be provided to the Engineer. The date of all disks, as well as identification as to the location which the records depict, must be provided.

1.04 MAINTENANCE & PROTECTION OF TRAFFIC

- A. The contractor shall erect or place and maintain in good condition, barricades, warning signs, lights, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, and at points where traffic is deflected from its vehicular or pedestrian traffic.
- B. The contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions including any that may be ordered by the Engineer, which are necessary for the safety of the public and protection of the work.
- C. The contractor shall obtain the approval and consent of all appropriate authorities having jurisdiction, for any detours which may be required. The contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon, and the installation and maintenance of sign and traffic devices.
- D. Before beginning work on any phase of the project, the contractor shall furnish and install all specified warning signals, barricades, wood traffic guides, lights and other devices necessary, in the opinion of the Engineer, to protect the public during that phase of his operations.
- E. Road construction signs shall be placed at each end of the project along the road for the work along the public road.
- F. During the work on this project, the contractor shall provide and/or be prepared to provide traffic protection devices in accordance with Part VI "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," Current Edition. The minimum numbers set forth in the Manual shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified in the Manual shall be sufficient cause for the Engineer to order cessation of the work. When lack of any required safety devices presents an immediate hazard, the engineer may order that such devices be provided by the Owner or by other contractors, deducting the cost thereof from any monies due or becoming due the contractor.
- G. Additional devices up to the maximum number set forth in the Manual shall be provided by the contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.
- H. Traffic directors (flagmen) shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever contractor's operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the contractor's equipment or vehicles are entering or leaving active roadways at other than normal street intersections, whenever a contractor's operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else, in the opinion of the Engineer, the contractor's operations cause such hazards as to require the use of Traffic Directors.

- I. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities, and while serving as Traffic Directors, shall not be required to perform any other duties. Traffic Directors shall be provided with an orange or red flag, an orange or orange and white traffic safety vest or orange hard hat or other appropriate head gear.
- J. Traffic must be maintained throughout each separate work area during construction. At least one 12' lane must be maintained for traffic during all actual construction periods and at least two 10' lanes must be maintained for traffic at all other times.
- K. The contractor is advised that there is heavy commuter traffic during the morning from 7:30 AM to 9:00 AM and the afternoon from 4:00 PM to 5:30 PM. The contractor shall schedule his construction activity such that he does not interfere or restrict traffic during the above peak hours.
- L. Construction shall be so staged to maintain at least one lane for traffic in each direction throughout each separate work area during the morning, 7:30 AM to 9:00 AM, and the afternoon, 4:00 PM to 5:30 PM weekday periods of peak traffic.
- M. Any restriction of traffic at any time shall be subject to the review of the Engineer and the Police Department having jurisdiction in the work area. The contractor shall submit a schedule of staged construction for review prior to any restriction of traffic.
- N. If detours are proposed by the Contractor, they are to be submitted to the Engineer for review and approval by the Police Department having jurisdiction in the work area and any other agency having jurisdiction of the roadway that will be detoured or roadway that will be used as a detour.
- O. All detour signs shall conform to the requirements for Traffic Control Devices.
- P. Temporary traffic stripes will be necessary to control and guide traffic through individual work areas. The contractor shall submit a scheme for review by the Engineer of all temporary traffic stripes prior to removal of any existing traffic stripes.
- Q. Construction of proposed utilities across existing roadways shall be so staged to maintain one lane in each direction. Trenches shall not remain open overnight.
- R. The contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project.

1.05 TEMPORARY PAVING FOR ALL TRENCHES

- A. Description - 2" thick temporary paving shall be in accordance with the plans and specifications and to the prescribed lines and grades. Temporary paving replacement shall include necessary excavation.
- B. Materials - Materials shall conform to the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007 and/or as amended by these contract specifications.

- C. Contractor shall submit to Engineer, in triplicate, reports on materials used, attesting to the fact that said materials conform with these specifications of the State of New Jersey Department of Transportation and the Engineer.
- D. Method of Construction - Unless shown or specified otherwise, the trenches or other excavation, after backfilling, shall be covered with 2" thick temporary paving in passable condition suitable for normal use. The cost of such temporary paving and maintenance shall be included in the contract price for all items.

1.06 REFERENCE TO THE STANDARD SPECIFICATIONS

- A. Portions of the work performed under this contract shall comply with the requirements of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007, and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified, amended or changed in detail drawings prepared specifically for this particular project.
- B. The Standard Specifications are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be purchased from the New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, New Jersey, 08625.

1.07 DUST CONTROL

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

1.08 QUANTITY AND PAYMENT

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

END OF SECTION

SECTION 01710
CLEANING AND RESTORATION

1.01 DESCRIPTION

- A. Contractor shall provide all equipment, labor and materials required to clean and restore the site to at least the existing condition.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. At completion of project, restore and replace, when and as directed by the Engineer, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the Engineer.

1.02 MATERIALS

- A. For restorations, use the following materials. All materials shall comply with the following Articles of the New Jersey Department of Transportation Standard Specifications latest revisions and these specifications.
- B. Grass restorations: See Section 806 "Fertilizing and Seeding" and Section 808 "Sodding."
- C. Pavement restorations: See Section 401 "Hot Mix Asphalt (HMA) courses."
- D. Restoration of curbs and other concrete structures:
 - 1. Concrete:
 - a. Shall conform to Section 903.
 - b. Compressive Strength: 4,000 psi at 28 days.
 - c. Air-entrained.
 - 2. Joint Fillers: Section 914.01, preformed expansion joint filler.
 - 3. Curing Compound: Section 903.10.
- E. All Other Materials: As approved by the Engineer or authorities as jurisdiction.

1.03 METHOD OF CONDUCTING WORK - CLEANING

A. Requirements of regulatory agencies:

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

B. Cleaning during construction:

Provide periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

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

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

1.04 METHODS OF CONSTRUCTION

A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this contract shall be restored or replaced to a condition at least equal to that existing prior to the beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the following Articles of the New Jersey Department of Transportation Standard Specifications, latest revision.

B. Grass Restorations:

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

C. Pavement Restorations:

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

Restoration type and thickness shall be as shown on the contract drawings.

D. Restorations of curbs and other concrete structures:

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

E. All Other Restorations:

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

1.05 QUANTITY AND PAYMENT

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

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02200

EARTHWORK

1.0 GENERAL

A. STIPULATIONS

The section "Special Requirements" forms a part of this section by this reference thereto and shall have the same force and affect as if printed herewith in full.

B. RELATED DOCUMENTS

The Contract Drawings and the Standard Form of Agreement apply to this Section.

1.01 STIPULATIONS:

- A. The specifications sections "General Conditions", and "General Requirements" form a part of this section by this reference thereto and shall have the same force and effect as if printed herewith in full.

1.02 WORK INCLUDED

- A. The work covered by this section consists of all earthwork and related and incidental work required to complete the project as indicated on the drawings and specified herein, including but not limited to:

1. Site demolition and clearing
2. Soil erosion and sedimentation control
3. Rough grading
4. Excavating
5. Filling and backfilling
6. Shoring and bracing
7. Soil compaction
8. Disposal of excess material
9. Quality control testing

1.03 WORK NOT INCLUDED

- A. The following related items of work are included in other sections of these specifications:

1. Final preparation of subgrade or providing subbase for Superpave Asphalt
2. Quality Assurance testing

1.04 BASIS OF CONTRACT

- A. Excavation for this project shall be considered unclassified and shall include all types of earth and soil, asphalt, concrete and brick, any pebbles, boulders, and bedrock, municipal trash, rubbish and garbage and all types of debris of the construction industry such as wood, stone, concrete, plaster, brick, mortar, steel and iron shapes, pipe, wire, asphaltic materials, paper and glass. Unclassified excavation does not include unforeseen concrete foundations, walls, or slabs. All such materials encountered which are identified by this paragraph as unclassified shall be removed to the required widths and depths to create a finished product as shown and/or noted on the drawings and as written in the specifications. No additional compensation shall be made to the contractor for this unclassified excavation. The materials defined by this paragraph as unclassified will not be considered to be concealed conditions or unknown physical conditions below the surface of the ground.

1.05 PROTECTION

- A. Existing monuments, bench marks, or other markers must not be damaged or disturbed. Suitable protection must be provided where required before starting work.
- B. Any damage occurring because of failure of Contractor to adequately provide protection shall be corrected at no additional cost to the Township.

1.06 DISPOSITION OF UTILITIES

- A. Rules and regulations of the various utility companies and other authorities having jurisdiction over such work shall be observed in the performance of all excavating, backfilling and rough grading. The Contractor shall comply with the requirements of House Bill No. 1735 (of December 1986), Amendments to Act 287 of 1974.
- B. Active underground lines owned by utility companies or by the Township shown on the drawings shall be adequately protected and shall be removed or relocated only as indicated or specified.
- C. The Township shall be notified immediately, should active utilities not indicated on the drawings be encountered. Such utilities shall be adequately protected, supported or relocated as directed by the Township.
- D. Abandoned utilities not indicated on the drawings which are encountered in excavating may remain in place, provided they do not interfere with the new construction, in which case they shall be removed to the full extent of such interference. Remaining lines shall be suitably plugged or capped.

1.07 SUBSURFACE INFORMATION

- A. Any available data concerning subsurface materials or conditions which is based upon soundings, test pits or test borings, has been obtained by the retained Township for its own use in designing this project. Its accuracy or completeness is not guaranteed by the Township or the Engineer and in no event is it to be considered as part of the contract plans or specifications. Contractors must assume all risks in excavating for this project and shall not be entitled to rely on any subsurface information obtained from the retained Engineer. Bidders shall therefore make their own investigation of existing subsurface conditions, and if they do not do so, the Township will not be responsible in any way for the consequences.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Approval: All fill material shall be subject to the approval of the Township.
- B. Notification: The Township shall be notified at least seven working days in advance of intention to import material to the site so that the Township may inspect the borrow area and review the tests to be assured of the quality of the material. If on-site material from excavations is to be used as fill, the Contractor shall allow the Township five working days to review tests performed on this material prior to commencing fill placement.

2.02 FILL MATERIALS

A. Soil Fill Materials:

- 1. Satisfactory Fill: Satisfactory fill or backfill, whether from on-site or borrowed off-site, shall be of soil classification group GW, GP, GM, GC, SW, SP, SM or SC, as defined in ASTM D2487. The material shall be clean earth containing no organic matter, rubbish or debris, but may contain sound rocks, pieces of concrete and masonry material not over 6" in size if well distributed in earth, but not in the top 12" or against foundations, walls, grades beams or similar construction.
- 2. Unsatisfactory Fill: Unsatisfactory fill or backfill shall be soil in classification groups CL, ML, OL, CH, MH, OH and PT. For engineered fill, defined as fill supporting building footings or slabs or paving, GC and SC is also unsatisfactory.

B. Crushed Stone or Gravel:

- 1. All material shall comply with NJDOT Standard Specifications.
- 2. Base course under concrete paving shall be in conformance to NJDOT standards.

PART 3 - EXECUTION

3.01 SOIL EROSION AND SEDIMENTATION CONTROL

- A. No water transporting sediment resulting from earth moving, demolition or other construction activities shall be permitted to discharge into the waters of the Commonwealth or beyond the contract limits of the project.
- B. Natural surface water shall be diverted away from the work area.
- C. All surface runoff from the project area and all discharge resulting from the dewatering of excavations shall be collected and diverted to facilities for removal of sediment.
- D. Earthmoving activities shall be planned to minimize the area, extent, and duration of exposure of disturbed land.
- E. Temporary erosion control facilities shall be maintained for the duration of construction and shall be removed only after the permanent drainage and erosion control features of the project have been completed and established in operation.
- F. The Contractor is responsible for compliance with all regulations pertaining to soil erosion and sedimentation control during construction, notwithstanding the specifics of referenced drawings and specifications.

3.02 EXCAVATION

- A. Erect and maintain barricades, fences, warning lights and other protection required to comply with all applicable regulations for safety of all persons at excavations according to requirements of "General Conditions", "Special Requirements." and "General Requirements"
- B. When cutting of paved surfaces is required, the surface shall be machine cut in a neat, uniform manner. No paving shall be broken except that which has been previously cut. Edges of the cut pavement shall be protected during excavation and construction. Any edges which become broken shall be squared prior to pavement replacement.
- C. Hand excavation shall be done in any circumstance where machine excavation could damage existing surface or underground improvements or utilities.

3.03 BLASTING

- A. Blasting is not permitted on the site.

3.04 COMPACTION

- A. General: Compaction control shall be exercised during construction to provide no less than the minimum density specified for each class of area and type of material as indicated below.
- B. Cohesive soil fill shall be compacted with a suitable sheeps foot or segmented roller and shall be compacted to not less than the following percentages of maximum dry density as determined in accordance with laboratory test, ASTM D1557 (Modified Proctor) and field tests, ASTM D1556 (sand cone) or D2922 (nuclear):
 - 1. Walkways: Subgrade and each layer of fill materials shall be compacted to 92% of maximum dry density at $\pm 2\%$ of optimum moisture.
 - 2. Lawns or Unpaved Areas: Subgrade and each layer of fill materials shall be compacted to 90% of maximum dry density at $\pm 2\%$ of optimum moisture content.
 - 3. Paved Areas and Roadway Embankments: Subgrade and each layer of fill materials for paved areas shall be compacted to 98% of maximum dry density. Where paved area is to be constructed on embankment, the top three feet shall be compacted to 98% of maximum dry density, with the balance to 95%.
- C. For free draining, granular soils where Proctor test procedures may be inappropriate, the degree of compaction shall be 75% of Relative Density as determined by ASTM D4253.
- D. Crushed Stone shall achieve compaction by the application of appropriate mechanical compaction of the stone in succeeding lifts. Stone base shall be compacted with a 10 ton (static weight) vibratory roller.
- E. Compaction of shale or other material which degrades upon compaction shall only be used if approved and then compacted in an approved manner.
- F. Prior to installing the stone base for slabs or concrete paving on earth, the subgrade shall be proofrolled with a 10 ton roller until no displacement occurs or a minimum of 10 passes.

3.05 MOISTURE CONTROL

- A. Cohesive soil must achieve moisture conditioning before compaction by the addition of water applied uniformly to surface, scarified and mixed by discing or harrowing before compacting. If the soil is too wet to achieve proper compaction, it must be scarified and air dried before compacting, or it must be removed and replaced.
- B. Soil material too wet for proper compaction which has been removed, may be stockpiled or spread and allowed to dry. Material may be reused when moisture content has been lowered sufficiently to allow proper compaction.

- C. Soil material which has been stockpiled for future incorporation into the project shall be protected from becoming saturated. Stockpiled fill in a loose and/or unprotected condition, which becomes too wet for use, shall be spread and allowed to dry until suitable for use or replaced with borrowed fill material at no additional cost to the Township.

3.06 STONE BASE UNDER SLAB ON EARTH

- A. Crushed stone or crushed gravel base course shall be provided under all paving slabs on earth. Stone shall be as specified in this section and of thicknesses shown on the drawings.

3.07 QUALITY CONTROL TESTING

- A. The Contractor shall perform all necessary Quality Control tests and procedures for the performance of the work in accordance with this section to produce end results specified. The Contractor shall maintain clear and orderly records of such tests and procedures and make them available for field review and approval of the Township. The Contractor's bid shall include the cost of all Quality Control tests.
- B. The Contractor shall submit its plan for Quality Control testing to the Township for review and comments.
- C. Quality control tests shall include tests on fill material, optimum moisture content and maximum density and field density tests of fill layers. The Q.C. Testing agent shall comment on the suitability of all subgrades, and the subgrades shall be acceptable to the Q.A. Agency.
- D. Handwritten copies of field test reports shall be provided to the Contractor. They should be given to the Contractor and inspector within two (2) hours of completion, but in no event shall the technician leave the site without providing the Contractor and inspector with a copy of the test results. This shall include density, % moisture, plan location, elevation, comments and any other relevant data. Comments shall include any condition that might have an adverse affect on the operations, including weather, drainage, etc.
- E. The Contractor shall consult the Consulting Soils/Foundation Engineer on any problems that arise during construction. Copies of the daily in-place soil density tests shall be faxed to the consultant by the Contractor through the testing agency within twenty-four (24) hours of the time the tests are made.
- F. The Contractor shall approve each subgrade and each fill layer before proceeding to the next layer. Any area which does not meet density, % moisture or other requirements at any time, shall be suitably reworked and retested by the Contractor at his own expense.

3.08 SHORING AND BRACING

- A. The Contractor shall provide and maintain sheeting, shoring and bracing as necessary to protect workmen and work of this project and existing structures. Restoration of damaged areas to original condition is the Contractor's responsibility. The Contractor shall submit his plan for sheeting, shoring and bracing for approval before commencing work.
- B. It is also the Contractor's responsibility to remove temporary sheeting, shoring, bracing and protection when no longer required by adjacent conditions and completion of foundation construction or backfill and rough grading as approved by the Township.

3.09 DISTURBED AREAS

- A. The Contractor shall restore all paving, roadways, walkways, lawns and other surfaces disturbed by this work to the condition prior to execution of the contract. He shall repair any damages to existing or new structures, site or underground or above ground improvements caused directly or indirectly by this work.

3.10 CLEANUP

- A. Any paved area (either new or existing) over which hauling operations or other moving equipment are conducted, shall be kept clean and any soil or other material which may be spilled or left upon the paved surfaces shall be removed. Paved surfaces shall be left broom clean. Wet down surfaces as required to prevent excessive airborne dust.

3.11 DISPOSAL

- A. All debris and excess earth must be removed from the site, using procedures resulting in full compliance with all applicable regulations. The Contractor shall obtain approval of the dump site(s) from the Township, which approval will not relieve the contractor of his responsibility herein.

END OF SECTION

SECTION 02300

ROADWAY EXCAVATION - UNCLASSIFIED

1.01 DESCRIPTION

- A. This work shall consist of all roadway excavation required to bring the project to the lines and grades as indicated on the drawing or as otherwise directed by the Engineer. Roadway Excavation Unclassified shall consist of excavation of the existing roadway; the removal and disposal of excavated material or soil not used in construction; the removal and disposal of all unsuitable excavated material; and the excavation and removal of pavement or sidewalk to be discarded or removed as indicated on the drawings.

2.01 MATERIALS

- A. Not applicable.

3.01 METHODS OF CONSTRUCTION

- A. Construction shall conform to the requirements set forth in the New Jersey Department of Transportation Standard Specifications for Road Construction, as applicable.
- B. Any curb or structures damaged during excavation shall be removed and replaced by the contractor at the direction of the Borough and no payment will be made.

4.01 METHOD OF MEASUREMENT

- A. Roadway excavation - unclassified, shall be measured on a cubic yard basis to the limits and depth shown on the drawings, or as approved by the Borough or their designated representative.

4.02 BASIS OF PAYMENT

- A. Payment will be made at the unit price bid per cubic yard for the item "Excavation, Unclassified". The price bid shall include the furnishing of all labor, tools, equipment and materials to complete the work as shown and specified, the hauling and disposal of all excess or unsuitable material to, in a legal manner, and any other necessary and incidental work related to this item.

END OF SECTION

SECTION 02320

HOT MIX ASPHALT 19M64 BASE COURSE

1.01 DESCRIPTION

- A. Hot Mix Asphalt 19M64 Base Course shall be constructed to the full depth and width and to the lines and grades required. Work includes removal of an area 18" wide area, linear along the concrete curb replacement work of the paved roadway, to prepare the surface for paving.

2.01 MATERIALS

- A. Hot Mix Asphalt material shall conform to all applicable requirements set forth in the New Jersey Department of Transportation Standard Specification for Road and Bridges Construction, latest edition.

3.01 METHOD OF CONSTRUCTION

- A. All construction shall conform to the New Jersey Department of Transportation Standard Specification for Road and Bridges Construction, latest edition.

4.01 METHOD OF MEASUREMENT

- A. Measurement for this item shall be made on a square yard basis as per Subsection 404.21 and 404.22 of the Standard Specifications.

4.02 BASIS OF PAYMENT

- A. Payment will be made for the quantity as above determined measured in square yards, at the unit price bid per square yard in the proposal for "Base Repairs, 19M64 Base Course, 4" thick", which price shall include hauling, excavation, placement, compaction, disposal of unstable/undesirable material and all else necessary therefor and all other work in connection therewith or incidental thereto.

END OF SECTION

SECTION 02330

HOT MIX ASPHALT 9.5M64 SURFACE COURSE

1.01 DESCRIPTION

- A. Hot Mix Asphalt 9.5M64 surface course shall be constructed to the full depth and width and to the lines and grades shown on the drawings.

2.01 MATERIALS

- A. Hot Mix Asphalt material shall conform to all applicable requirements set forth in Section 404 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007.

3.01 METHOD OF CONSTRUCTION

- A. All construction shall conform to Subsection 404.12, 404.13, 404.14, 404.15, 404.16, 404.17, 404.19 and 404.20 of the New Jersey Department of Transportation Standard Specifications.

4.01 METHOD OF MEASUREMENT

- A. Measurement for this item shall be made on a square yard basis as per Subsection 404.21 and 404.22 of the Standard Specifications.

4.02 BASIS OF PAYMENT

- A. Payment will be made for the quantity as above determined measured in square yards, at the unit price bid per square yard in the proposal for "Hot Mix Asphalt 9.5M64 surface course", which price shall include hauling, excavation, placement, compaction, disposal of unstable/undesirable material and all else necessary therefor and all other work in connection therewith or incidental thereto.

END OF SECTION

SECTION 02392

TRAFFIC STRIPES AND SYMBOLS

1.0 GENERAL

A. STIPULATIONS

The section "Special Requirements" forms a part of this section by this reference thereto and shall have the same force and affect as if printed herewith in full.

B. RELATED DOCUMENTS

The Contract Drawings, the Standard Form of Agreement and Division 1 Specifications apply to this Section.

1.01 DESCRIPTION

- A. This work shall consist of the striping or painting existing concrete surfaces or Superpave Asphalt courses with white, blue or yellow traffic paint. Stop Bars and Handicap symbols shall be of hot thermoplastic pavement markings and striping shall be hot applied epoxy resin. All existing striping on the roads and parking lot shall be replaced in kind and as shown on the supplied plans. In addition, stop bars (24" in width) shall be supplied adjacent to all stop signs.

1.02 MATERIALS

- A. All materials shall conform to latest edition of NJDOT Standard Specifications for Road and Bridge Construction.

1.03 METHOD OF CONSTRUCTION

- A. All materials shall conform to latest edition of NJDOT Standard Specifications for Road and Bridge Construction.

1.04 METHOD OF MEASUREMENT

- A. Traffic stripes will be measured based on the linear footage installed.

1.05 BASIS OF PAYMENT

- A. Payment will be made based on the linear footage and shall include all work and labor as required.

END OF SECTION

SECTION 02722
DRAINAGE STRUCTURES

1.01 DESCRIPTION

Provide brick, block or precast concrete storm drainage inlets as indicated on the plans.

1.02 MATERIALS

- A. Materials for brick or concrete block manholes and inlets shall conform to Section 603.02 of the N.J.D.O.T. Standard Specifications for Road and Bridge Construction, 1989, except as modified by the following:
 - 1. Concrete: Provide air entrained concrete having a minimum twenty-eight (28) day compressive strength of 4,000 psi.
 - 2. Ladder rungs: Shall be cast iron or aluminum alloy conforming to ASTM C-478 except as hereinafter specified:
 - a. Ferrous metal rungs shall be hot dipped galvanized, and be of a minimum one inch (1") in diameter.
 - b. Steps shall be twelve inches (12" wide with a non-slip surface, with the ends turned up a minimum of two inches (2"). Rungs shall be set into the wall a minimum of three inches (3") and extend six inches (6") from the manhole wall.
- B. Precast concrete for manholes shall conform to ASTM C-478.
- C. Rubber gasket for precast manhole sections shall conform to ASTM C-361.
- D. Rubber gasket pipe to manhole seal for precast manholes: ASTM C-433.
 - 1. Gasket shall be cast integrally in manhole wall.
 - 2. Use "A-Lok" gasket as manufactured by Atlantic Concrete Products Company, Omega Concrete Products, Inc., Duncan Thecker Precast, or approved equal.
- E. Castings for inlets and manholes: In accordance with the plans and Subsection 917.03 of the aforementioned Standard Specifications.
- F. Non-Shrink mortar for pipe to structure seal for inlets: As approved by Engineer prior to construction.

- G. Flared end section: Standard precast reinforced concrete flared end section sized for the diameter of pipe to which it is to be connected.
- H. Headwall: Reinforced concrete headwall sized for the diameter of pipe to which it is to be connected.
- I. Outlet Structure: See Manhole and Inlet requirements.

1.03 METHODS OF CONSTRUCTION

- A. Submittals:
 - 1. Submit six (6) copies of a complete list of all materials proposed to be furnished and installed under this portion of the work.
 - 2. Provide certification stating that concrete block or brick; clay or shale brick; conform to specifications. Submit six (6) copies prior to installing materials.
 - 3. All deliveries of concrete shall be accompanied by delivery slips. Provide copies of all delivery slips to Engineer at end of each working day.
- B. Reference standards used in this specification:
 - 1. New Jersey Department of Transportation Standard Specifications:
 - a. Section 603: Inlets and Manholes.
 - b. Section 610: Culverts and Headwalls.
 - 2. American Society for Testing and Materials (ASTM):
 - a. ASTM C-361: Reinforced Concrete Low-Head Pressure Pipe.
 - b. ASTM C-443: Joints for Circular Concrete Sewer and Culvert Pipe Using Rubber Gaskets.
 - c. ASTM C-478: Precast Reinforced Concrete Manhole Sections.
- C. The general method of construction shall conform to Section 603 of the Standard Specifications. The manholes, inlets, flared end sections and headwalls shall be constructed as shown on the plans.

D. Manholes:

1. Manhole walls shall be constructed of precast concrete rings, brick or concrete block and all joints between bricks or blocks shall be completely filled with 1:2 cement-sand mortar. Joints shall be made to produce a smooth and uniform surface. The outside surface of each manhole shall be plastered and troweled smooth with cement-sand mortar of the same consistency as above. Manhole walls may be constructed of poured concrete, subject to approval by the Engineer. Installation of rubber gaskets for precast manholes shall be in accordance with the manufacturer's recommendations.
2. Frames shall be well bedded in mortar, making a watertight joint, and shall be adjusted so that the rim is approximately 1/4 inch above finished grade. Cover and frame shall have a shop coat of asphaltic pitch and shall have a field coat of similar paint after the frame is set in final position. Steps shall be provided in the manhole as shown on the plans.
3. The invert channels shall be smooth and semicircular in shape conforming to the inside of the adjacent sewer section. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly. The invert channels shall be formed in the concrete fill above the manhole base, or shall be half tile laid in concrete, or shall be constructed by laying full section sewer pipe through the manhole and cutting out the top half after the surrounding concrete has hardened. The floor of the manhole outside the channels not less than one inch (1") per foot nor more than 2 inches (2") per foot.
4. Construct manholes to the lines and grades shown on the plans.
5. Manhole excavation and backfilling shall conform to the Excavation and Backfill Section.

E. Inlets:

1. Concrete block shall be laid with broken joints. All horizontal joints, and all keyways of vertical joints shall be filled with 1:2 cement-sand mortar. All horizontal joints shall be not more than 3/8 inch wide. The outside wall shall be plastered with a minimum of 1/2 inch thickness of 1:2 cement-sand mortar, troweled to a smooth finish.
2. To provide temporary drainage at such inlets as the Engineer may direct, omit one or more blocks in whichever course or courses of the structure as the Engineer may determine during construction. Prior to construction of base and

pavement courses at inlets where blocks are temporarily omitted, place the required blocks and complete the inlet walls.

3. Inlets shall be constructed as follows:
 - a. Inlet excavation and backfilling shall conform to the Excavation and Backfill Section.
 - b. Inside Inlet Dimensions: As shown on plan details.
 - c. Base: 4,000 psi air entrained concrete, 8 inches thick; place on a bedding of 3/4 inch size stone, 8 inches in thickness.
 - d. Walls: 8 inches thick with concrete or 8 inches thickness for brick.
 - e. "The inlet walls at pipe openings shall be sealed with nonshrink mortar.
 - f. Steps: Place 18 inches on center; and firmly embedded in the inlet wall.
 - g. Grate: Set to the required finished grade elevation, and firmly bedded in 1:2 cement-sand mortar.
 - h. All construction methods shall be subject to approval of the Engineer.
4. The construction of the inlets shall include all construction necessary to connect the inlets to the existing or proposed storm drainage pipe.
5. Grade areas and construct stable subgrade under flared end sections using an eight inch (8") depth of 3/4 inch broken stone. Securely mortar the end sections to the storm drainage piping.
6. Perform all grading of adjacent areas as required to permit proper drainage to the inlet grades and flared end sections.

1.04 QUANTITY AND PAYMENT

Payment will be made for the construction of Drainage Structures on a Unit basis as specified in the proposal.

END OF SECTION

SECTION 02863
ACRYLIC LATEX SURFACING/COLOR SYSTEM

PART 1 - GENERAL

1.01 SYSTEM DESCRIPTION

- A. Provide a sand filled acrylic latex color finish system over the court areas.
- B. Provide 2" wide white pickleball court line striping for court areas.

1.02 QUALITY ASSURANCE

- A. Products: The products used in the work of this section shall be produced by manufacturers regularly engaged in manufacturer of similar items and with a history of successful production acceptable to the ENGINEER. The OWNER reserves the right to reject any bidder submitted equivalent product that, in the opinion of the ENGINEER, does not meet or exceed this specification section.
- B. Installer Qualifications: Contractor installing this work shall have engaged regularly in the construction and surfacing sports facilities. Contractor shall use only foreman and workmen who have specific experience in the construction of sports facilities.

1.03 SUBMITTALS

- A. General: Comply with the provisions of the General Specifications prior to installation.
- B. Manufacturers Product Data:
 - 1. Complete materials list of all materials proposed to be provided under this section.
 - 2. Specifications and other data required to demonstrate compliance with the specified requirements.
 - 3. Manufacturers recommend installation procedures.
 - 4. Color palette of available pigments.
 - 5. Certification of officer of Bidders Company attesting that proposed system complies with specification requirements.

1.04 PROJECT / SITE CONDITIONS

- A. The acrylic latex surfacing/color system shall be placed on the newly surfaced asphalt court areas.

1.05 SEQUENCING AND SCHEDULING

- A. Line striping shall be applied following the installation and two-week curing time of the hot mix asphalt surface course.
- B. The installation of the acrylic latex surfacing must be scheduled to commence during the spring season following pavement completion.
- C. Line striping shall be re-applied following the application and required curing time of the acrylic latex surfacing/color system.

1.06 MAINTENANCE

- A. The contractor shall supply the owner with three gallons of line paint and three gallons of color coat, each color, prior to release of the performance bond.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Protection and Storage: Use all means necessary to protect materials of this section before, during and after installation. Store in strict accordance with the manufacturers recommendations or as approved by the ENGINEER.
- B. Delivery: Deliver all materials to the project site in their original unopened containers with properly labeled drums with (California Products Corporation or approved equal) labels that are stenciled with the proper batch code numbers. Products packaged or labeled in any other manner will not be accepted. Mixing with clear, fresh water shall only be done at the job site. Coverage rates are based upon material prior to mixing with water as specified.

1.08 ENVORONMENTAL

- A. The surfacing / color system shall be installed at a time where there is no rain in the forecast for at least 24 hours. The temperature must be a minimum of 50 degrees Fahrenheit.

1.09 BASIS OF PAYMENT

- A. Payment will be made on a Lump Sum basis for the acrylic latex surfacing / color system as specified and shown on the drawings or as directed by the ENGINEER, at the price bid in the proposal for "Acrylic Latex Surfacing/Color System". Prices shall include provision and application of all products and procedures related to and required by the surfacing / color system, line striping, surface preparation including cleaning of the asphalt, cleaning in between each coat of material, construction layout of the line striping and all other incidental items needed for a complete installation as specified and shown on the drawings, in this specification and in accordance with the manufacturers recommendations.

PART – 2

2.01 GENERAL

- A. The products of manufacturers specified in this Section are used to establish standards of quality. Other manufacturer's materials may be used provided they are approved by the Engineer as an equivalent product or system.

2.02 ACRYLIC LATEX SURFACING/COLOR SYSTEM COMPONENTS

- A. The acrylic latex surfacing/color system is comprised of the following components:
 - 1. Court Patch Binder – The Court Patch Binder shall be mixed on the site in accordance with Specification 10.14 of California Products Corporation or approved equal.

2. Acrylic Resurfacer – The Acrylic Resurfacer shall be mixed on the site in accordance with Specification 10.8 of California Products Corporation or approved equal and consist of 100% acrylic emulsion binder containing no vinyl copolymerization constitute and no asbestos fillers. The product shall contain no less than 4% attapulgite and have a pigment-volume concentration not to exceed 9.5%.
3. Fortified Plexipave (Job Mix) – The Job Mixed Fortified Plexipave is a field mixed combination of California Products Corporations Plexichrome and Plexipave Color Base, or approved equal, blended in accordance with the manufacturers Specification 10.12 and non-oxidizing 100% acrylic base. The color shall be determined by the Owner based on submitted color palette prior to the system application.
4. Plexipave Line Paint – The line paint shall be Hi-Hide Plexicolor Line Paint, non-textured in accordance with the manufacturers Specification 10.14 of California Products Corporation or approved equal and shall be 100% acrylic emulsion type containing no alkyds, butadiene styrene or vinyl, and shall be thinned with water only. The color of the lines shall be as indicated on the drawings included in this specification.
5. Water – The water used in all mixtures shall be fresh and potable.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

- A. The surface to be coated must be sound, smooth and free from loose dirt or oil materials.
- B. Cracks and holes shall be cleaned and a suitable soil sterilent as approved by the Engineer shall be applied to kill all vegetation prior to use of Court Patch Binder according to manufacturers specifications.
- C. Contractor shall flood finished surface of all courts prior to the application of the acrylic latex surfacing/color system. Any ponding or “birdbaths” remaining after 1 hour at 70 degrees F in sunlight which covers a five cent piece (American Coin) shall be marked and filled with patch binder prior to any further applications. The finished surface of the courts shall not vary more than 1/8” in 10 feet when measured in any direction. After defined areas are dry, prime with tack coat mixtures of 2 parts water / 1 part Court Patch Binder. Allow tack to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is permitted as needed to maintain workability. Allow drying and curing thoroughly.

Court Patch Binder Mix:

Thin Patches 1/4” or Less

1.100 lbs. #80-100 Mesh Silca Sand (dry)
2.3 gallons Portland Cement (dry)

Thick Patches Greater than 1/4”

Use #60-80 Mesh Silca Sand (dry)

- D. Depressions in excess of 3/4” depth must receive multiple applications of the Court Patch Binder Mix, allowing 24 hours before applying subsequent lifts. Each application of Court Patch Mix

must be feathered out to a fine edge. Any rough edges must be rubbed down with an abrasive rubbing stone to remove roughness.

- E. After patching, the surfaces shall not vary more than 1/8" in ten feet measured in any direction.

3.02 INSTALLATION / APPLICATION

A. Application of Arcylic Resurfacer Mix

1. Application of the Acrylic Resurfacer Mix shall be applied to the clean, dry level surfaces to receive the Fortified Plexipave Surfacing System. Acrylic Resurfacer Mix is as follows:

a.	Acrylic Resurfacer	55 gallons
b.	Water (Clean and Potable)	20-40 gallons
c.	Sand (60-80 mesh)	600-900 pounds
d.	Liquid Yield	112-138 gallons
2. Use clean, dry sand and clean potable water to make mixes. The quantity of sand and water in the above mix may be adjusted to compliment the roughness and temperature of the surface.
3. The Acrylic Resurfacer Mix shall be applied in one coat at a rate of 0.05-0.07 gallons per square yard per coat.
4. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber squeegee to apply each coat of Acrylic Resurfacer as required.
5. Allow the application of the Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or Fortified Plexipave.

B. Application of Fortified Plexipave

1. After the acrylic resurfacer mix coats have dried, apply two coats of Fortified Plexipave at an undiluted rate of 0.05-0.07 gallons per square yard per coat using the following mix:

a.	Plexipave Color Base	30 gallons
b.	Plexichrome	20 gallons
c.	Water	20 gallons
2. Mix the ingredients thoroughly using accepted mixing devices and use a 50 Durometer rubber squeegee to apply each coat of Fortified Plexipave as required.
3. Allow the application of the Fortified Plexipave to dry thoroughly.

C. Application of Playing Lines

1. Following completion of the surfacing/color system and drying time as recommended by the manufacturer, all playing lines shall be accurately located as indicated on the drawings and defined on the surface by chalk markings and tape before being painted. The

Engineer will approve the line layout prior to the application of the paint. All surfaces shall be thoroughly cleaned before the lines are painted thereon. All lines shall be double coated, clear and distinct with sharply defined edges. Use of spraying equipment is not allowed. At least ½ hour shall elapse between the painting of the first and second coats.

2. Unless otherwise indicated, the width of all the lines on the tennis court will be painted (2) inches wide.

3.03 CLEANING

- A. The contractor shall remove all containers, surplus materials and debris upon completion of work leaving the site in a clean, orderly condition that is acceptable to the owner.

3.04 FIELD QUALITY CONTROL

- A. Upon completion of installation conduct, in presence of the ENGINEER, an inspection of the completed paving system.

3.05 ADJUST AND CLEAN

- A. Make corrections as required to remedy deficiencies that may be found in the paving system.

END OF SECTION

SECTION 03000

CONCRETE

1.01 DESCRIPTION

- A. Provide all plain and reinforced cast-in-place concrete, complete in place, as indicated on the plans, specified herein, and needed for a complete and proper installation.

1.02 STANDARDS

- A. Reference standards included in this Specification section: American Concrete Institute (ACI).

ACI 301-72 (revised 1975): Specification for Structural Concrete for Buildings.

ACI 311: Recommended Practice for Concrete Inspection

- B. All work under this Section shall be constructed to conform to the American Concrete Institute "Building Code Requirements for Reinforced Concrete" ACI 318, and "Specifications Structural Concrete for Buildings" ACI 301-72. Keep one copy of each at the job site at all times.

2.01 MATERIALS

- A. Portland Cement - shall conform to the standard specifications for Portland Cement A.S.T.M. Designation C-150 and shall be Type II.
- B. Concrete Aggregates - shall conform to the standard specifications for Concrete Aggregates - A.S.T.M. Designation C-33. Aggregate, in general, shall not exceed 3/4" in size. Nominal size of aggregate for specific locations shall be as shown on drawings.
- C. Water - used in mixing and finishing of all concrete shall be potable and furnished by Contractor.
- D. Air entraining admixture shall be used conforming to ASTM C 260.
- E. Air entraining cement, and admixtures containing calcium chloride, shall not be used.
- F. Reinforcing in sizes No. 3 (3/8 inch) and larger shall be deformed billet steel bars, conforming to ASTM A-615, Grade 60.
- G. Welded steel wire fabric shall conform to ASTM A-185. Gauge and spacing of wire shall be as indicated on the plans.
- H. Testing services described in Sections 16.3 and 16.4 of ACI-301 will be arranged and paid for by the Contractor.

- I. Testing services described in Sections 16.5, 16.7 and 17.3 shall be accomplished by the Contractor.

2.02 DESIGN

- A. Concrete shall have a minimum ultimate 28-day compressive strength of not less than 4000 lb. per square inch unless otherwise noted on the drawings or specifications herein. Working stresses for design of structures have been based on this minimum strength.
- B. All concrete shall contain five percent (5%)± one percent (1%) entrained air.
- C. Proportions of aggregate to cement shall be such as to produce a mixture which will work readily into corners and angles of forms and around reinforcement, but without permitting materials to segregate or excess free water to collect on surface.
- D. Method of measuring concrete materials and water shall be such that proportions can be accurately controlled and easily checked at any time during the work. Measurement of materials for ready-mixed concrete shall conform to Standard Specifications for Ready Mixed Concrete, A.S.T.M. Designations: C-94.
- E. Where aggregates are furnished by an established ready-mixed concrete plant and batching is performed at the plant, aggregate may be proportioned in accordance with experience and practice of the plant provided a certificate is furnished to Engineer by the plant showing mix proposed strength of concrete resulting from previous experiences, furnishing with each truck showing proportioning of materials shipped. Acceptance of such plant design shall be subject to conformance with specifications and adjustment following job test report.
- F. Contractor may, however, determine relationship of aggregate in the following manner:

Proportions of materials and water content used shall be established by tests which shall be made in advance of operations, using the consistencies suitable for the work and in accordance with Standard Method of Test for Compressive Strength of Molded Concrete Cylinders A.S.T.M. Designation C-39. A curve representing relation between water content and average 28-days compressive strength or earlier strength at which concrete is to receive its each point representing average values by the least four test specimens. Amount of water used in concrete for structure as determined from the curve, shall correspond to a strength which is 15 percent greater than that indicated for concrete of specified strength. No substitution shall be made in materials used on work without additional tests in accordance therewith to show that quality of the concrete is satisfactory.
- G. The standard age of test shall be 28 days, but the relationship between 7 and 28-day strengths of "Controlled Concrete" shall be established by test for materials and proportions used and the 7-day test may be used as a current guide in construction practice.

2.03 METHODS OF WORK

A. DO NOT begin concrete production until all mixes have been approved by the ENGINEER.

B. Submittals:

Provide specific submittals as specified in ACI-301.

Delivery slips:

- a. All deliveries of concrete shall be accompanied by delivery slips conforming to ASTM C-94.
- b. Provide copy of each delivery slip to the ENGINEER.
- c. Submit mixture proportions and related data for each concrete mixture.

2.04 TEST ON CONCRETE

- A. During the progress of the work, test shall be made by an approved laboratory in accordance with the Standard Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field, A.S.T.M. Designation: C-31. Cost of all concrete tests shall be borne by Contractor, who shall provide molds and slump cone on the project. Casting of all test cylinders shall be made under observation of the Engineer.
- B. Proving test shall consist of at least four cylinders for each 50 cubic yard of concrete of which one shall be broken at 7 days and three at 28 days. Immediately following each laboratory test, Engineer shall be furnished with a certified test report in duplicate.
- C. Where the average strength of the cylinders shown by these tests for any portions of the structure falls below the minimum ultimate compressive strengths called for, the Engineer shall have the right to order a change in the mix or in the water content for remaining portion of structure, or required conditions of temperature and moisture maintained to secure the required strength and may require load tests to be made on the portions of the structure so affected. Should results of load test be unsatisfactory, concrete shall be removed and new concrete placed at no cost to Owner.

3.01 INSTALLATION

A. Design of Forms

Forms shall conform to shape, lines, and dimensions of members as called for on drawings, and shall be substantial and sufficiently tight to prevent leakage of concrete. They shall be properly braced or tied together so as to maintain position and shape. Forms for all edges on the underside of slabs, beams, copings, etc., shall be made up with 3/4 inch fillets. Upper edges of

all walls, beams, slabs, etc. shall be finished off with a 3/4" chamfer, unless otherwise called for on the drawings.

Temporary openings shall be provided in bottom of wall forms to permit cleaning and inspection before depositing concrete.

B. Insert

Anchors, pipe connections and attachments are to be accurately placed and securely fastened to forms in such a manner that placing of concrete tamping and removal of forms will not alter their alignment. Wall castings and sleeves shall be set in the forms by this Contractor in accordance with location drawings prepared by the Contractor.

C. Concrete Protection for Reinforcement

Metal reinforcement shall be protected by thickness of concrete indicated on the drawings. Where not otherwise shown, thickness of concrete over reinforcement shall be as follows:

Where concrete is deposited against ground without the use of forms, not less than 3 inches.

Where concrete may be exposed to the ground, but is placed in forms, not less than 2 inches.

In all cases, thickness of concrete over reinforcement shall be at least equal to diameter of round bars and one and one-half times the side dimension of square yards, but in no case shall this be less than one (1) inch.

Exposed reinforcement bars intended for bonding with future extensions, shall be protected from corrosion by adequate covering to suit location and conditions.

D. Expansion Joints

Expansion joints shall be inserted where shown on the drawings or where directed by the Engineer in conformance with Standard Detail. The two surfaces shall be separated by use of a precast bituminous expansion joint having a minimum thickness of 3/8". Joints shall be carefully made, and no concrete or debris shall be left in joint. In order to prevent leakage, provide plastigrip or approved equal water stop.

E. Construction Joints

Joints shall be located as to least impair strength of structure and in accordance with Standard Detail. Where joint is to be made, surface of concrete shall be thoroughly cleaned and all laitance removed. In addition, vertical joints shall be thoroughly wetted (not saturated) and slushed with a coat of neat cement grout immediately before placing a new concrete.

At least two hours must elapse after depositing concrete in columns or walls before depositing in beams, girders, or slabs supported hereon. Beams, girders, brackets, column capitals, and

haunches shall be considered as part of the floor system and shall be poured integrally therewith. Construction joints in walls 9 inches thick and over shall be keyed. In the surface of the concrete shall be formed a groove having a width of 33 percent of exposed surfaces. Construction joints shall only be located where shown on drawings or where approved by the Engineer.

Where joints in concrete are below the level of ground water, or in the case of tanks, pits, etc. below level of water to be contained therein, same shall be keyed as described above, and in addition, a 6 inch wide strip of steel having a thickness of not less than 1/4 of an inch shall be inserted, one-half of which shall be imbedded in old concrete and one-half in new. Metal strips shall be welded at all splices and corners. Contractor may use Plastigrip Type C or approved equal installed strictly in conformance with manufacturer's recommendations.

Where shown on the plans and/or directed by the Engineer, water stops shall be 6" wide, 3/8" minimum thickness non-tapered, PVC ribbed with centerbulb, No. 732 as manufactured by Greenstreak or equal.

F. Preparation of Equipment and Placement of Deposit

Before placing concrete, equipment for mixing and transporting shall be cleaned, and debris and ice removed from place to be occupied by concrete. Forms shall be thoroughly wetted (except in freezing weather) or oiled, masonry units that will be in contact with concrete shall be well drenched (except in freezing weather) and reinforcement thoroughly cleaned of ice or other coatings. Water shall be removed from place of deposit before concrete is placed unless otherwise permitted by Engineer.

G. Cold Weather Requirements

Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near freezing weather. No frozen materials or materials containing ice shall be used. All concrete materials and reinforcement, forms, fillers and ground with which concrete is to come in contact shall be free from frost. Whenever temperature of surrounding air is below 40 degrees F all concrete placed in forms shall have a temperature of at least between 70 degrees F. and adequate means shall be provided for maintaining a temperature of not less than 70 degrees F. for 3 days or 50 degrees F. for 5 days except when high early strength concrete is used, temperature shall be maintained at not less than 70 degrees F. for 2 days or 50 degrees F. for 3 days or for as much more time as necessary to insure proper curing of concrete. No dependence shall be placed on salt or other chemicals for prevention of freezing.

H. Mixing of Concrete

Concrete shall be mixed until there is a uniform distribution of materials and shall be discharged completely before mixer is recharged. The mixer shall be rotated at the speed recommended by the manufacturer, and mixing shall be continued for at least one (1) minute after all materials are in mixer.

Ready-mixed concrete shall be mixed and delivered in accordance with the requirements set forth in Standard Specifications for Ready-Mixed Concrete A.S.T.M. Designation: 094-44.

I. Conveying

Concrete shall be conveyed from the mixer to place of final deposit by methods which will prevent separation or loss of materials. Equipment for chuting, pumping and pneumatically conveying concrete shall be of such size and design to insure a practically continuous flow of concrete at delivery and without separation of materials.

J. Depositing

Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. No concrete that has partially hardened or has been contaminated by foreign materials shall be deposited, nor shall retempered concrete be used.

When concreting is once started, it shall be carried on as a continuous operation until the placing of panel or section is completed. Top surface shall be generally level. When construction joints are necessary, they shall be made as specified heretofore.

All concrete shall be mechanically vibrated and well compacted by suitable means during the operation of placing, and shall be thoroughly worked around reinforcement, embedded fixtures and into corners of forms.

K. Finishing

Following removal of forms, all exposed concrete surfaces shall be rubbed with carborundum stone and cement wash to remove board marks and give a smooth finish.

Finish of all horizontal and vertical concrete surfaces shall be of monolithic construction with wood float or rubbed finish unless otherwise specified.

Finish of all interior concrete floors shall be steel trowel. Concrete utilized in upper one and one-half wearing surface on all interior floors shall be hardened by the use of an approved integral nonferrous hardener to prevent dusting.

The finish of all exterior floors and slabs shall be a broom finish as a safeguard against slipping.

Where shown on drawings, floors shall be sloped for drainage and shall be finished in uniform planes without low or high areas. These floors will be tested for proper drainage and, if not satisfactory, shall be relaid.

L. Curing

Provisions shall be made for maintaining concrete in a moist condition for a period of at least 5 days after the placement, except that for high early strength concretes, a moist condition shall be provided for at least the first 2 days.

As soon as slab concrete has been placed, two (2) coats of a curing compound (Thompson Water Seal, or approved equal) shall be applied. Immediately following the initial curing and before concrete has dried, the entire floor shall be covered with Visqueen Polyethylene plastic for a period of seven (7) days.

M. Removal of Forms

Forms shall be removed in such a manner as to insure complete safety of structure. Where structure as a whole is supported on shores, removable floor forms, beams and girder sides, column and similar vertical forms, may be removed after 24 hours, provided concrete is sufficiently hard not to be injured thereby. In no case shall supporting forms or shoring be removed until members have acquired sufficient strength to safely support their weight and load thereon.

N. Admixture

Unless otherwise specified or shown, all concrete shall have a plastiment or approved equal at the rate of 1/2 lb. @ 65 degrees F. or below and from 66 degrees F. to 85 degrees F. 3/4 lb. and from 86 degrees F. and above 1 lb. for each bag of cement. Admixture shall be used strictly in accordance with the manufacturer's direction and as approved by the Engineer. With the use of admixture, reduce the quantity of water given heretobefore by approximately 10%.

4.01 QUANTITY AND PAYMENT

- A. All costs for furnishing and installing the work of this section shall be included in the prices bid for the various items of related work as designated in the Proposal.

END OF SECTION

LIST OF DEBARRED OWNERS/OFFICERS

Contractor Trade Name	Owner First Name	Owner Last Name	Title	Address	Address2	City	County
5 Star Reinforcement GA, LLC	Elthon	Velasquez	Owner	320 Bledsoe Street		Carrollton	
Agostini General Construction	Agostin	Hoxhallai	Owner				
All Installers Inc	Waseem	Khalifah	Owner	160 6th Ave.		Clifton	
American Asphalt & Milling Services LLC	Monica	Zaruma	Managing Member	24 Murray Stree		West Orange	
Applied Construction Services, Inc.	John Stephen	Rippert	CEO	947 Market Street		Marcus Hook	
Barrett Roofs, Inc	Thomas	Delancey	Owner	10 Wakefield Drive		Muttontown	
Brickhouse Construction IncBRICKHOUSE CONSTRUCTION INC	Sonia	Burke	President	3 Brandywine Court		Randolph	
Bud Concrete Inc	Kathy V.	Anderson	President	206 Singley Ave		Runnemede	
Building Construction Management LLC	Joseph	O'Brien	Owner / Officer	171 Cedar Lane West		Cape May Court House	
BWK Construction, LLC.	Nigel	Joseph	Owner	3150 Roberts Ave.	Apt. 3C	Bronx	
Caio Roca LLC	Caio	Roca	Member				
Campbell's Welding & Machinery Inc	Keri	Campbell	President	65 Golden Chain Road		Blairstown	
CK Petrasso Fabrication & Services Inc	Paul	Petrasso	Vice-President	1337 W. Bensalem Ave		Bensalem	
Coastal Caulking & Restoration I, LLC	David	Longfellow	Owner	309 Bay Avenue		Ocean City	
Code Green Solar,LLC.Code Green Solar, L.L.C.	Charles	Kartsaklis	Managing Member	204 Chelsea Ave		Davenport	
Coronel Construction	Cristhian	Quezada	Owner	414 North 6th Street		Newark	
D. S. Rodrigues Construction LLC	Daniel	Rodrigues	President	729 W Shore Trl		Sparta	
Damar Construction CoDamar Construction Co	Daniel	Flachsland	Owner	125 Brighton Ave.		East Orange	
DH Flooring, LLC DH Flooring LLC	Diego	Melo	Owner	50 Sternberger Ave	Apt #11	Long Branch	
Dos Santos & Son Metal Fabrication LLC	Julio	Dos Santos	President				
Drywall Builders Corp.Drywall Builders Corp.	Efrain	Rodrigues-Morales	Owner	23 Emma Street		Plainfield	
Intercounty Paving Associates, LLC	Carl	Lizza	Managing Member	7 Beacon Hill Drive		Chester	
Intercounty Paving Associates, LLC	John	Perrucci, Jr	Member	2260 Biddle Lane		Easton	
J.W. Custom Homes, L.L.C.	John	Willekes	President	50 Oxbow lane		Newfoundland	
Jacobo Masonry Construction LLC	Jacobo	Lopez	Owner	196 West Hazelwood Ave		Rahway	
James Dean Custom Carpentry, LLC	James	Dean	President	115 Darien Road		Howell	
JSV Construction	Jose	Santos	Owner	1134 91st Street		North Bergen	
K Hanrahan Enterprises, Inc.K Hanrahan Enterprises, Inc.	Kevin	Hanrahan	President	17 Oakwood Drive		Ringwood	
Kico Construction LLC	Roberto	Miranda	Owner	1841 Catawba Circle		Kissimmee	
KMD Excavating, LLC KMD Excavating, LLC	John	Dermoluk	President	2 N. Alward Ave		Park Ridge	

LIST OF DEBARRED OWNERS/OFFICERS

Contractor Trade Name	Owner First Name	Owner Last Name	Title	Address	Address2	City	County
KMD Excavating, LLC	John	Desmelyk	President	3 N. Alward Ave		Basking Ridge	
Lane Mechanical Heating and Cooling LLC	Louis	Malvasi	Managing Member	158 Whispering Pines Driv		Lincroft	
Latz Inc	Glen	Latz	General Manager	Glen Latz	70 Adams Street	Norwood	
Luis RC Construction LLC	Luis C.	Aucay Lluissupa	Owner	719 Bridgeboro St.		Riverside	
Monty Mason Contracting, LLC	Michele	Cirino	COO	958 State Rt 208		Hawthorne	
MPK Enterprises Inc	Kata	Petkovski	Owner	74 Burns Ave		Lodi	
Ochoa Frias Construction LLC	Nelson	Ochoa	Managing Member	314 Ashton Ave	Apt 1R	Linden	
Peralta's Construction LLC	Segundo Luis	Peralta	President	365 14th Ave.		Newark	
Premier Security & Electronics, Inc.	Brandon	Clare	Vice-President	2 Church Street		Matawan	
Raw Construction II	Oscar	Jimenez	Owner				
Raw Construction II	Wandy	Jimenez	Principal				
RIS Construction Corp	Blagoj	Peovski	CEO	143 N Fullerton Ave 1 Flo		Montclair	
S H Stevens	Scott	Stevens	Owner	5043 Ridge Ave		Egg Harbor Twp	
Scott Horner Construction	Scott	Horner	Owner	10402 Eastwood Drive		Bradenton	
Silva Brothers Construction Carpentry Inc.	Weliton A	Silva	Owner	239 Progress St.		Riverside	
Triad Inc America	Joe	Brown	Owner / Officer	185 Caprice Court	Unit 7	Castle Rock	
UniMak LLC	Hristina	Nakeva	Member	69 Woodland Rd		Montvale	
UniMak LLC	Toni	Jovanoski	Managing Member	1 Upper Saddle River Rd		Montvale	
Unique Concrete LLC	Rudolph	Reid	Owner	29 Twin Oaks Dr		Bridgeton	
V & P Altitude Corp.	Henry	Asnes	President	14 Bartram Road		Marlboro	
WATER PROOF PROPERTIES, LLC	Melida A.	Bermeo Crespo	Member	825 Grove St		Elizabeth	
Waterford Materials, LLC	Edward	Lewandowski	Member	2325 Ilene Lane		Atco	
WB Contracting Corp	Vana	Apostolopoulos	Owner	10 Wakefield Drive		Muttontown	
Zafir Construction Corp.	Joao Luis	De Melo Freitas	Owner	30 Austin Street	Apt. 206	Newark	
Custok General Construction LLC	Sergio	Custodio	Owner	126 Riverside Ave #2		North Arlington	Bergen
Hernandez Electric Inc.	Smerlin	Hernandez	Owner	21 Warren St		Bergenfield	Bergen
Lomeli Windows, LLC	Jose Roberto	Lomeli	Managing Member	24 Willow St		Elmwood Park	Bergen
Quartz Solutions Inc.	Gilad	Gill	General Manager	6 Cobblestone Way		Tenafly	Bergen
Quartz Solutions Inc.	Meirav	Gill	Managing Member	6 Cobblestone Way		Tenafly	Bergen

LIST OF DEBARRED OWNERS/OFFICERS

Contractor Trade Name	Owner First Name	Owner Last Name	Title	Address	Address2	City	County
Sharp General Contractors LLC	Angela	Chapa	Owner	100 A Grove Street		Elmwood Park	Bergen
Smith Glass & Metal Company, LLC	Susan	Fiorito	President	713 Page Avenue		Lyndhurst	Bergen
Smith Glass & Metal Company, LLC	Vincent	Fiorito	Vice-President	713 Page Avenue		Lyndhurst	Bergen
Tri-Tech Construction Corp II.Tri-Tech Construction Corp II.	Dean	Buncombe	Owner	262 Hudson Ave		Hackensack	Bergen
UniMak LLC	Atanas	Nakev	General Manager	82 Midland Ave.		Saddle Brook	Bergen
Bud Concrete Inc	Charles A	Anderson	President	206 Singley Avenue		Runnemede	Camden
Longwood Construction Industries, LLC	Edward	Lewandowski	Member	2325 Ilene Lane		Atco	Camden
Residential Concrete Services, LLC	Paul	Matz	Owner	281 Blue Anchor Road		Sicklerville	Camden
Dos Santos & Son Metal Fabrication LLC	Nicanor	Dos Santos	Owner	40 Smith Street		Elizabeth	Essex
JC Mechanical Contractors LLC	Cesar	Mollo	Owner	35 Ann Street		Newark	Essex
Mugrose Construction, Inc.	Jeffrey	Mazur	President	28 Broadlawn Dr.		Livingston	Essex
R.C.S Home Improvement	Rigo	Cobeñas	Owner	41 Vernon Terr.		East Orange	Essex
American Asphalt & Milling Services LLC	Hugo Patricio	Ortiz	Member	125 Oakwood Ave	2nd floor	Kearny	Hudson
Bees Construction LLC	Bernard	Shivers	Owner	30 Rutgers Ave		Jersey City	Hudson
Russo's Home Improvement LLC	Claudio	Diniz	Owner	419 46th Street	Apartment 4	Union City	Hudson
BDK Contracting LLCBDK Contracting LLC	David J.	Hahn	Managing Member	924 Wood Ave.		Colonia	Middle
BDK Contracting LLCBDK Contracting LLC	Kevin P.	Mortensen	Member	924 Wood Ave.		Colonia	Middlesex
North Jersey Pro Builders, LLC	Keith	Mellan	Owner	71 Homestead Lane		Lincoln Park	Morris
NY NJ Corporation and Excavating IncFrank Gillette, Owner	Frank	Gillette	Owner	6 Trotter Way		Jackson	Ocean
Arc Construction Manaqement, Corp.Lance Dedeic	Lance	Dedeic	Owner	162 High Crest Drive		West Milford	Passaic

LIST OF DEBARRED OWNERS/OFFICERS

Contractor Trade Name	Owner First Name	Owner Last Name	Title	Address	Address2	City	County
Mugrose Construction, Inc.	Jeffrey	Mazur	President	28 Broadlawn Dr.		Livingston	Essex
R.C.S Home Improvement	Rigo	Cobefias	Owner	41 Vernon Terr.		East Orange	Essex
American Asphalt & Milling Services LLC	Hugo Patricio	Ortiz	Member	125 Oakwood Ave	2nd floor	Kearny	Hudson
Bees Construction LLC	Bernard	Shivers	Owner	30 Rutgers Ave		Jersey City	Hudson
Russo's Home Improvement LLC	Claudio	Diniz	Owner	419 46th Street	Apartment 4	Union City	Hudson
BDK Contracting LLCBDK Contracting LLC	David J.	Hahn	Managing Member	924 Wood Ave.		Colonia	Middlesex
BDK Contracting LLCBDK Contracting LLC	Kevin P.	Mortensen	Member	924 Wood Ave.		Colonia	Middlesex
NY NJ Corporation and Excavating IncFrank Gillette, Owner	Frank	Gillette	Owner	6 Trotter Way		Jackson	Ocean
Arc Construction Management, Corp.Lance Dedeic	Lance	Dedeic	Owner	162 High Crest Drive		West Milford	Passaic
Juarez ConstructionJuan Juarez	Juan Benigno	Juarez	Owner	261 Union Ave		Paterson	Passaic
MRF Global Corp.	Joel	Nunez	Owner	1194 Belmont Ave		North Haledon	Passaic
Paramount Builders Inc.	Dominick	Cifarelli	President	296 Oakwood Avenue		N. Haledon	Passaic
Phil's Home Improvement LLCPhil's Home Improvement LLC	Fadil (Phil)	Ramadan	Owner	28 Eldorado Drive		Wayne	Passaic
Premier Fence & Iron Works, Inc	Steven	Barratt	President	5856 Penn Street		Philadelphia	Philadelphia
Electrical Mechanical Services Inc.-aka EMSElectrical Mechanical Services Inc.-aka EMS	David	Sautner	President	12 Crosswood Way		Warren	Somerset
A Z Construction of NJ Inc./ Alex DrywallA Z Construction of NJ Inc.	Alex	Zuniga	Owner	1038 Park Ave	#11	Plainfield	Union
Almiron Construction, LLC	Emeterio Audad	Almiron Chavez	Owner	706 Sheridan Ave		Roselle	Union
Patrick General Construction LLC	Patricio	Rosero	Managing Member	5 Avon Road		Springfield	Union
The Kadex Ceiling Team, Inc.	David	Vasquez	Owner	248 Inslee Place		Elizabeth	Union
Three Sons Restoration LLC	Arnold	Mira	President	158 Elizabeth Avenue		Elizabeth	Union
Roberto Painting, LLC	Roberto	Pimental	President	15 Morning Glory Road		Warren	Warren

APPENDIX A

APPENDIX A – PREVAILING WAGE RATES ARE AVAILABLE FOR BIDDER REVIEW IN THE OFFICES OF TUREK CONSULTING; COPY WILL BE INCLUDED WITHIN EACH CONTRACT SET PROVIDED TO THE AWARDED CONTRACTOR.

PREVAILING WAGE RATES ARE ALSO AVAILABLE FOR REVIEW AT THE FOLLOWING: <https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>



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 not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/22
Journeyman (Mechanic)	W42.98 B27.48 T70.46

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage		
Wage and Bene	40%	50%	60%	70%	80%	Bene = %	of Jnymn	Bene		

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Boilermaker

PREVAILING WAGE RATE

	01/01/22
Foreman	W53.13 B46.00 T99.13
General Foreman	W55.13 B47.05 T102.18
Journeyman	W48.13 B44.29 T92.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	37.57	38.51	39.49	40.44	41.41	42.37	43.32			

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

Craft: Boilermaker

COMMENTS/NOTES

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/22
Foreman	W35.19 B17.67 T52.86
General Foreman	W35.69 B17.67 T53.36
Mechanic	W33.69 B17.67 T51.36

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00), for boilers that do not produce electric or are not used in the heating of petroleum products.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/25/22
Deputy Foreman	W49.30 B34.13 T83.43
Foreman	W52.30 B34.13 T86.43
Journeyman	W46.30 B34.13 T80.43

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.00	5.00	5.50	6.00	22.37	23.86	25.34	26.82		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Carpenter

PREVAILING WAGE RATE

	05/16/22
Foreman	W61.30 B36.10 T97.40
Journeyman	W53.30 B31.47 T84.77

Craft: Carpenter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	40%	55%	65%	80%	90%					
Benefit	58% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.55			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	06/06/22
Foreman	W61.30 B36.01 T97.31
Journeyman	W53.30 B31.38 T84.68

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	40%	55%	65%	80%	90%					
Benefit	58% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.46			

Ratio of Apprentices to Journeymen - *

* Ratio is 1 apprentice to 2 journeymen. No more than 3 apprentices may be on any 1 project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Cement Mason PREVAILING WAGE RATE

See " Bricklayer, Stone Mason" Rates

Craft: Cement Mason COMMENTS/NOTES

***See " Bricklayer, Stone Mason" Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/18/22
Foreman	W47.19 B28.21 T75.40
General Foreman	W51.48 B28.21 T79.69
Journeyman	W42.90 B28.21 T71.11

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Diver

PREVAILING WAGE RATE

	06/10/22	11/01/22	05/01/23
Diver	W57.16 B38.14 T95.30	W57.16 B39.64 T96.80	W59.35 B41.14 T100.49
Tender	W45.73 B38.14 T83.87	W45.73 B39.64 T85.37	W47.48 B41.14 T88.62

Craft: Diver

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1500 hours	70%	75%	80%	85%						
Benefit	27.67	28.48	29.27	30.09						

Ratio of Apprentices to Journeymen - 1:4

Craft: Diver

COMMENTS/NOTES

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

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

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

OVERTIME:

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

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Dockbuilder

PREVAILING WAGE RATE

	06/10/22	11/01/22	05/01/23
Foreman	W54.88 B38.14 T93.02	W54.88 B39.64 T94.52	W56.98 B41.14 T98.12
Journeyman	W45.73 B38.14 T83.87	W45.73 B39.64 T85.37	W47.48 B41.14 T88.62

Craft: Dockbuilder

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1500 hours	40%	50%	65%	80%						
Benefit	22.82	24.44	26.87	29.27						

Ratio of Apprentices to Journeymen - 1:4

Craft: Dockbuilder

COMMENTS/NOTES

Creosote Handling:

May 1st to Sept. 30th: + \$0.50 above hourly rate

Oct. 1st to April 30th: + \$0.25 above hourly rate

Hazardous Material Work:

On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.

- A Dockbuilder working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

FOREMAN REQUIREMENTS:

- When there are 3 or more Dockbuilders on a job, 1 shall be designated as a Foreman.

SHIFT WORK:

- Shift work pertains to both land and water work.

- When a 2 shift schedule (including a day shift) is established, the first shift shall start between 5:00 am and 8:00 am and work for 7 and one-half hours and receive 8 hours pay. The second shift shall start when the first shift ends and shall work for 7 and one-half hours and receive 8 hours pay.

- When a three shift schedule is established, all shifts shall work 7 and one-half hours and receive 8 hours pay.

- When there is no day shift, and a second or third shift is established, a worker shall be paid at time and one-half of the hourly rate.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

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

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Drywall Finisher

PREVAILING WAGE RATE

	06/16/22
Foreman	W46.36 B28.16 T74.52
General Foreman	W48.48 B28.16 T76.64
Journeyman	W42.16 B28.16 T70.32

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	11.00	Intervals	3 to 4 =	13.77	Intervals	5 to 6 =	17.38	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

Craft: Electrician - North

PREVAILING WAGE RATE

	10/04/21
Asst. General Foreman	W60.70 B40.29 T100.99
Crane Operator, High Voltage Splicer, Welder	W55.40 B36.83 T92.23
Foreman	W58.05 B38.56 T96.61
General Foreman	W65.95 B43.71 T109.66
Journeyman	W52.76 B35.11 T87.87

Craft: Electrician - North

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	15.83	18.47	21.10	26.38	36.93					
Benefits	65.2% of	Apprentic	Wage	Rate	+ \$0.71					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - North

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more electricians on the job, 1 shall be designated a Foreman.
- 1 additional Foreman shall be designated for every 10 additional electricians.
- When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

- The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, Monday

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked at straight time, Monday through Thursday or Tuesday through Friday.

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

**** MUNICIPALITIES COVERED:**

Bordentown City & Twp., Burlington City & Twp., Eastampton, Chesterfield, Fieldsboro, Florence, Mansfield, Mount Holly, New Hanover, North Hanover, Pemberton Boro. & Twp., Springfield, Tabernacle, Wrightstown.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician - South

PREVAILING WAGE RATE

	10/04/21
Asst. General Foreman	W60.23 B52.81 T113.04
Foreman	W56.21 B49.72 T105.93
General Foreman	W65.25 B56.68 T121.93
Journeyman, Cable Splicer	W50.19 B45.08 T95.27
Lead Foreman	W57.72 B50.88 T108.60
Working Foreman, Welder, Crane Operator (all types)	W52.70 B47.01 T99.71

Craft: Electrician - South

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	14.93	19.16	23.40	27.63	31.87					
Benefits	7.50	8.69	9.90	11.11	12.31					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - South

COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All new construction.
- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work involving more than 15 instruments or voice/data lines.
- All camera installations.

Height Work: 40 feet above ground/floor: +10% of the wage and benefit amount.

FOREMAN REQUIREMENTS (number of Electricians on site):

(2 to 10) - a Working Foreman; (11 to 22) - a Foreman; (23 to 44) - a Lead Foreman; (35 to 48) - an Assistant General Foreman; (49 or more) - a General Foreman.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

The first 4 hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and the first 8 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

****MUNICIPALITIES COVERED:**

Bass River, Beverly City, Cinnaminson, Delanco, Delran, Edgewater Park, Evesham, Hainesport, Lumberton, Maple Shade, Medford, Medford Lakes, Moorestown, Mount Laurel, Palmyra, Riverside, Riverton, Shamong, Southampton, Washington, Westampton, Woodland, Willingboro.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician - Teledata - North (15 Instruments & Less)

PREVAILING WAGE RATE

	01/01/22
Assistant General Foreman	W51.94 B34.57 T86.51
Foreman	W47.37 B31.59 T78.96
General Foreman	W54.02 B35.93 T89.95
Journeyman Technician	W41.55 B27.80 T69.35
Lead Foreman	W49.44 B32.94 T82.38
Working Foreman	W45.29 B30.23 T75.52

Craft: Electrician - Teledata - North (15 Instruments & Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	20.36	24.10	30.33	35.73						
Benefits	65.2% of	Apprentic	Wage	Rate	+ \$0.71					

Craft: Electrician - Teledata - North (15 Instruments & Less)

COMMENTS/NOTES

NOTE: These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.

FOREMAN REQUIREMENTS:

1 to 10 workers- 1 Working Foreman

11 to 20 workers- 1 Working Foreman and 1 Foreman

21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman

31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman

41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman

51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman

61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman

71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman

81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman

91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

=> See "Electricians - North" for the list of municipalities covered by these rates.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician - Teledata - North (16 Instruments & More)

PREVAILING WAGE RATE

	10/04/21
Assistant General Foreman	W60.70 B40.29 T100.99
Foreman	W58.05 B38.56 T96.61
General Foreman	W65.95 B43.71 T109.66
Journeyman Technician	W52.76 B35.11 T87.87
Lead Foreman	W58.05 B38.56 T96.61
Working Foreman	W58.05 B38.56 T96.61

Craft: Electrician - Teledata - North (16 Instruments & More)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	15.83	18.47	21.10	26.38	36.93					
Benefits	65.2% of	Apprentic	Wage	Rate	+ \$0.71					

Ratio of Apprentices to Journeymen - 1:4

Craft: Electrician - Teledata - North (16 Instruments & More)

COMMENTS/NOTES

NOTES:

1) These rates are for service, maintenance, moves and/or changes affecting 16 or more instruments, and fiber optic work. These rates may NOT be used for any new construction.

2) The number of electricians on the jobsite is the determining factor for which Foreman Category applies.

FOREMAN REQUIREMENTS:

1 to 10 workers- 1 Working Foreman

11 to 20 workers- 1 Working Foreman and 1 Foreman

21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman

31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman

41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman

51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman
71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman
81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman
91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

=> See "Electricians - North" for the list of municipalities covered by these rates.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician - Teledata - South (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	01/01/22
Master Technician/Gen. Foreman (31+ Workers on job)	W51.03 B37.10 T88.13
Senior Technician/Lead Foreman (21-30 Workers on job)	W46.39 B35.69 T82.08
Technician A/Foreman (11-20 Workers on job)	W44.25 B35.03 T79.28
Technician B/Working Foreman (4-10 Workers on job)	W42.97 B33.64 T76.61
Technician C/Journeyman (1-3 Workers on job)	W39.01 B31.44 T70.45

Craft: Electrician - Teledata - South (15 Voice/Data Lines & Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.45	9.45	10.42	10.42	12.37	12.37	14.72	14.72		

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata - South (15 Voice/Data Lines & Less)

COMMENTS/NOTES

NOTE: These rates are for service, maintenance, moves and/or changes affecting 15 voice/data lines or less. These rates may NOT be used for any new construction or fiber optic work.

FOREMAN REQUIREMENTS:

The number of electricians on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK: Any work performed 40 feet above ground or floor: +10% of the wage and benefit amount.

SHIFT DIFFERENTIAL:

- 2nd Shift (4:30 PM to 12:30 AM) - 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) - 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

benefits.

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

=> See "Electrician - South" for the list of municipalities covered by these rates.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician - Teledata - South (16 Instruments & More)

PREVAILING WAGE RATE

Craft: Electrician - Teledata - South (16 Instruments & More)

COMMENTS/NOTES

*****See "Electrician - South" Rates*****

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician- Outside Commercial- North

PREVAILING WAGE RATE

	10/04/21
Assistant General Foreman	W60.70 B39.95 T100.65
Crane Operator, High Voltage Splicer, Welder	W55.40 B36.53 T91.93
Foreman	W58.05 B38.24 T96.29
General Foreman	W65.95 B43.35 T109.30
Groundman, Truck & Winch Operator- Level I	W15.83 B10.94 T26.77
Groundman, Truck & Winch Operator- Level II	W21.10 B14.35 T35.45
Groundman, Truck & Winch Operator- Level III	W26.38 B17.76 T44.14
Groundman, Truck & Winch Operator- Level IV	W34.29 B22.88 T57.17
Groundman, Truck & Winch Operator- Level V	W42.21 B28.00 T70.21
Heavy Equipment Operator	W52.76 B34.82 T87.58
Journeyman Lineman	W52.76 B34.82 T87.58

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician- Outside Commercial- North

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	31.03	33.61	36.20	38.78	41.37	43.95	46.54			
Benefits	64.15% of	Apprentic	Wage	Rate	+ \$0.71					

Craft: Electrician- Outside Commercial- North

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 10-4-21:

INTERVAL	PERIOD AND RATES									
6 Months	31.66	34.29	36.93	39.57	42.21	44.85	47.48			
Benefits	64.65% of Apprentice Wage Rate + \$.71									

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

The regular workday is 8 hours between 7:00 AM and 4:30 pm.

SHIFT DIFFERENTIALS:

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.
 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive of benefits.

FOREMAN REQUIREMENTS:

When there are 2 or more electricians on the job, 1 shall be designated a Foreman.
 1 additional Foreman shall be designated for every 10 additional electricians.
 When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.
 An Assistant General Foreman shall be designated for every 50 electricians working on the job.

OVERTIME:

The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, Monday through Friday, and the first 8 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits.

Four 10-hour days may be worked at straight time, Monday through Thursday or Tuesday through Friday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician- Outside Commercial- South

PREVAILING WAGE RATE

	10/04/21
Assistant General Foreman	W60.23 B52.71 T112.94
Foreman	W56.21 B49.59 T105.80
General Foreman	W65.25 B56.62 T121.87
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W25.10 B25.38 T50.48
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W35.13 B33.18 T68.31
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W42.66 B39.04 T81.70
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W19.59 B1.20 T20.79
Journeyman Lineman	W50.19 B44.91 T95.10
Lead Foreman	W57.72 B50.76 T108.48
Working Foreman	W52.70 B46.86 T99.56

Craft: Electrician- Outside Commercial- South

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.30	10.92	11.52	12.15	12.76	13.38	14.00			

Craft: Electrician- Outside Commercial- South

COMMENTS/NOTES

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

*** FOR UTILITY WORK PLEASE SEE STATEWIDE RATES**

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	30.60	33.15	35.70	38.25	40.80	43.35	45.90			
Benefits	26.90	28.42	29.93	31.47	32.98	34.52	36.01			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - **BURLINGTON**

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/22
Helper-Over 5 Years	W44.46 B41.03 T85.49
Helper-Under 5 Years	W44.46 B40.14 T84.60
Mechanic (Journeyman) over 5 years	W63.52 B42.56 T106.08
Mechanic (Journeyman) under 5 years	W63.52 B41.29 T104.81
Mechanic in Charge (Foreman) over 5 years	W71.46 B43.19 T114.65
Mechanic in Charge (Foreman) under 5 years	W71.46 B41.76 T113.22
Probationary Helper (1st 6 months)	W31.76 B39.38 T71.14

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyman	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

* Total number of helpers and apprentices shall not exceed the number of mechanics on the job except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed under the direction of a mechanic in wrecking of old plants, handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

Craft: Elevator Constructor

COMMENTS/NOTES

SHIFT DIFFERENTIALS:

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Glazier

PREVAILING WAGE RATE

	05/11/22
Foreman	W50.09 B35.61 T85.70
Journeyman	W46.09 B35.61 T81.70

Craft: Glazier

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	19.16	22.19	25.78	28.81						
Benefits	19.16	21.14	22.65	24.81						

Ratio of Apprentices to Journeymen - 1:3

Craft: Glazier

COMMENTS/NOTES

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

FOREMAN REQUIREMENT:

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$43.97/hr.

Double time = \$52.33/hr.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	05/01/22
Foreman (11-20 workers)	W62.32 B40.90 T103.22
Foreman (1-5 workers)	W59.48 B40.90 T100.38
Foreman (21-49 workers)	W65.15 B40.90 T106.05
Foreman (50+ workers)	W67.98 B40.90 T108.88
Foreman (6-10 workers)	W60.62 B40.90 T101.52
Journeyman	W56.65 B40.90 T97.55

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%
Benefits	30.36	30.36	Intervals	3 to 10 =	34.61					

Ratio of Apprentices to Journeymen - 1:4

Craft: Heat & Frost Insulator

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

OVERTIME:

- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays and holidays (except Labor Day), shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	05/01/22
Material Handler - 1st Level	W31.53 B23.74 T55.27
Material Handler - 2nd Level	W45.69 B23.74 T69.43
Mechanic (Journeyman)	W56.65 B40.90 T97.55

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	SEE	Heat &	Frost	Insulator						

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply ONLY to the REMOVAL of insulation containing asbestos from mechanical systems, including containment erection and demolition, and the placing of material in appropriate containers.

JOB TITLES:

- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler - 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler - 1st Level: up to 3,000 hours of asbestos removal experience

RATIOS:

- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

SHIFT DIFFERENTIALS:

- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus \$0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus \$0.50 per hour.

OVERTIME:

- Hours in excess of 40 per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits.
- All hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits.
- All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W62.23 B33.77 T96.00	W0.00 B0.00 T98.20	W0.00 B0.00 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W64.73 B33.77 T98.50	W0.00 B0.00 T100.70	W0.00 B0.00 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W57.23 B33.77 T91.00	W0.00 B0.00 T93.20	W0.00 B0.00 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W50.97 B31.42 T82.39	W0.00 B0.00 T84.59	W0.00 B0.00 T86.59	W0.00 B0.00 T88.59	W0.00 B0.00 T90.59
General Foreman	W53.47 B31.42 T84.89	W0.00 B0.00 T87.09	W0.00 B0.00 T89.09	W0.00 B0.00 T91.09	W0.00 B0.00 T93.09
Journeyman	W45.97 B31.42 T77.39	W0.00 B0.00 T79.59	W0.00 B0.00 T81.59	W0.00 B0.00 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W52.02 B31.07 T83.09	W0.00 B0.00 T85.29	W0.00 B0.00 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W54.52 B31.07 T85.59	W0.00 B0.00 T87.79	W0.00 B0.00 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W47.02 B31.07 T78.09	W0.00 B0.00 T80.29	W0.00 B0.00 T82.29	W0.00 B0.00 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Ironworker

PREVAILING WAGE RATE

	07/01/22
Foreman- Fence and Guardrail	W53.00 B35.64 T88.64
Foreman-Rod/Mesh	W58.12 B36.42 T94.54
Foreman-Structural	W59.27 B36.42 T95.69
Journeyman- Fence and Guardrail	W49.07 B35.64 T84.71
Journeyman-Rod/Mesh	W50.54 B36.42 T86.96
Journeyman-Structural	W51.54 B36.42 T87.96

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	63%	77%	86.5%							

Ratio of Apprentices to Journeymen - *

* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

Craft: Ironworker

COMMENTS/NOTES

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

SHIFT DIFFERENTIALS:

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

OVERTIME:

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.

- Benefits on overtime hours shall be paid at the following rates:

For Rod/Mesh and Structural-

When wages are time and one-half, benefits = \$41.13.

When wages are double, benefits = \$45.84.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$39.96.

When wages are double, benefits = \$44.28.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General and Presidential Election Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/09/22
Foreman	W41.38 B24.21 T65.59
Journeyman (Handler)	W36.78 B24.21 T60.99

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	22.07	25.75	29.42	33.10						
Benefit	22.06	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

Craft: Laborer - Building

PREVAILING WAGE RATE

	05/19/22
Class A Journeyman	W36.50 B30.62 T67.12
Class B Journeyman	W35.75 B30.62 T66.37
Class C Journeyman	W30.39 B30.62 T61.01
Foreman	W41.06 B30.62 T71.68
General Foreman	W45.63 B30.62 T76.25

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	27.37	27.37	27.37	27.37						

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

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 as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	60%	70%	80%	90%						
Benefit	23.38	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/22	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.55 B5.45 T33.00	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.55 B5.45 T37.00	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.50 B2.95 T20.45	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.55 B5.45 T29.00	W23.90 B5.45 T29.35

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOILDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Millwright

PREVAILING WAGE RATE

	06/20/22
Foreman	W62.42 B35.32 T97.74
Journeyman	W54.28 B32.80 T87.08

Craft: Millwright

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	55%	65%	80%	90%					
Benefits	31% of	Appren	tice	Wage	Rate	for all	intervals	+ \$15.97		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
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 - BURLINGTON

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	02/03/22
Apprentice (1st year)	W28.35 B13.80 T42.15
Apprentice (2nd year)	W32.35 B24.75 T57.10
Foreman (Charge Person)	W41.00 B25.53 T66.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W36.23 B25.53 T61.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W40.00 B25.53 T65.53

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

Craft: Paperhanger

PREVAILING WAGE RATE

	05/18/22
Foreman	W51.90 B28.21 T80.11
Journeyman	W47.19 B28.21 T75.40

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	SEE	COMME RC	IAL	PAINTER						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Pipefitter

PREVAILING WAGE RATE

*** see PLUMBER Rates***

Craft: Pipefitter

COMMENTS/NOTES

See PLUMBER Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Plasterer

PREVAILING WAGE RATE

See "Cement Mason" Rates

Craft: Plasterer

COMMENTS/NOTES

See CEMENT MASON Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Plumber - North

PREVAILING WAGE RATE

	07/01/22
Assistant General Foreman	W58.20 B44.10 T102.30
Foreman	W57.66 B44.10 T101.76
General Foreman	W60.87 B44.10 T104.97
Journeyman	W53.39 B44.10 T97.49

Craft: Plumber - North

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	35%	45%	55%	65%	75%					
Benefits	27.28	29.86	32.45	35.04	37.63					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber - North

COMMENTS/NOTES

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

FOREMAN REQUIREMENTS (number of Plumbers on site):

- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5) gangs. One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5) gangs and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive and additional 10 cents per hour.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.
- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

OVERTIME:

- Hours in excess of 8 per day, or before of after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Saturdays, and all hours on Sundays and holidays, shall be paid at double time, inclusive of benefits.

- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, inclusive of benefits.

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

MUNICIPALITIES COVERED:

Bordentown City and Twp., Burlington City and Twp., Eastampton Twp., Chesterfield Twp., Fieldsboro Boro., Florence Twp., Mansfield Twp., Mount Holly Twp., New Hanover Twp., North Hanover Twp., Pemberton Boro. and Twp., Springfield Twp., Westampton Twp., Wrightstown Boro.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

Craft: Plumber - South

PREVAILING WAGE RATE

	05/11/22
Foreman	W52.32 B50.30 T102.62
Journeyman	W47.56 B50.30 T97.86

Craft: Plumber - South

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	31.34	32.76	35.54	36.93	38.31	39.71	41.11	42.50	43.91	45.27

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber - South

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

OVERTIME:

The first 4 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

MUNICIPALITIES COVERED:

Bass River Twp., Beverly City, Cinnaminson Twp., Delanco Twp., Delran Twp., Edgewater Park Twp., Evesham Twp., Hainesport Twp., Lumberton Twp., Maple Shade Twp., Medford Twp., Medford Lakes Boro, Moorestown Twp., Mount Laurel Twp., Palmyra Boro., Riverside Twp., Riverton Boro., Shamong Twp., Southampton Twp., Tabernacle Twp.,

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Washington Twp., Woodland Twp., Willingboro Twp.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

Craft: Roofer

PREVAILING WAGE RATE

	05/06/22
Foreman (5 workers or less)	W43.48 B33.87 T77.35
Foreman (6 workers or more)	W43.98 B33.87 T77.85
Journeyman	W41.48 B33.87 T75.35

Craft: Roofer

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	52%	55%	60%	75%						
Benefits	22.89	27.14	33.87	33.87						

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer

COMMENTS/NOTES

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the wage rate.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Roofer - Shingle, Slate & Tile

PREVAILING WAGE RATE

	05/06/22
Foreman (3 workers or less)	W31.50 B22.10 T53.60
Foreman (4 workers or more)	W32.25 B22.10 T54.35
Helper	W15.63 B22.10 T37.73
Journeyman (shingle work)	W31.25 B22.10 T53.35

Craft: Roofer - Shingle, Slate & Tile

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	70%	80%							
Benefits	22.10	22.10	22.10							

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer - Shingle, Slate & Tile

COMMENTS/NOTES

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the wage rate.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	07/22/22
Foreman	W32.54 B24.35 T56.89
Journeyman	W30.54 B24.35 T54.89

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	23.79	23.84	23.88	23.93	23.97	24.02	24.07	24.12	24.16	24.25

Ratio of Apprentices to Journeymen - 1:2

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

HAZARDOUS DUTY:

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

FOREMAN REQUIREMENTS:

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

OVERTIME:

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at time and one-half the regular rate.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/01/22
Foreman	W58.08 B45.74 T103.82
Journeyman	W54.58 B45.74 T100.32

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	14.26	15.93	17.61	19.26	20.93	22.60	24.26	25.93	27.60	29.26

Ratio of Apprentices to Journeymen- 1:3, except for the following types of work where the ratio shall be 1:1 (architectural metal work, testing and balancing, lockers, shelving and toilet partitions).*

* For work performed in a fabrication shop, the ratio will be applied on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company).

Craft: Sheet Metal Worker

COMMENTS/NOTES

JOB SITE FOREMAN REQUIREMENTS:

- When there are 2 to 9 Sheet Metal Workers on a jobsite, 1 must be designated a Foreman.
- When there are 10 to 16 Sheet Metal Workers on a job site, 2 must be designated Foremen.
- When there are 17 to 23 Sheet Metal Workers on a job site, 3 must be designated Foremen.
- For every 7 additional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

SHOP FOREMAN REQUIREMENTS (For custom fabrication):

- When there are 1 to 10 Sheet Metal Workers in the shop, 1 must be designated a Foreman.
- For every 10 additional Sheet Metal Workers in the shop, 1 must be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- There must be a day shift worked in order to have a 2nd and/or 3rd Shift.
- Shop work does not satisfy shift requirements.
- 2nd Shift (4:30 PM-12:30 AM) shall be paid an additional 15% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7.5 hours of work.
- 3rd Shift (12:30 AM-8:00 AM) shall be paid an additional 25% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7 hours of work.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BURLINGTON

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

- Benefits on overtime hours are as follows:

Time and one-half = \$53.04.

Double-time = \$60.34.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceding Friday, Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	04/01/22
Foreman	W55.19 B32.40 T87.59
General Foreman	W57.44 B32.40 T89.84
Journeyman	W52.19 B32.40 T84.59

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	45%	50%	45%	60%	65%	70%	75%	80%	85%	90%
Benefits	8.62	8.62	20.01	20.01	20.26	20.26	20.26	20.26	20.26	20.26

Ratio of Apprentices to Journeymen - 1:1

Craft: Sprinkler Fitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- There must be a Foreman on all projects. If there is only 1 Sprinkler Fitter on the project, he/she shall be designated a Foreman.
- On any job with 22 or more Sprinkler Fitters 1 shall be designated a General Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd and/or 3rd shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Friday.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Tile Worker

PREVAILING WAGE RATE

	06/06/22
Finisher	W42.80 B28.57 T71.37
Setter	W50.14 B34.05 T84.19

Craft: Tile Worker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker

COMMENTS/NOTES

NOTE: These rates also apply to Terrazzo and Marble work.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays shall be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Truck Driver

PREVAILING WAGE RATE

	05/06/22	05/01/23	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W44.81 B36.92 T81.73	W0.00 B0.00 T85.08	W0.00 B0.00 T88.43
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W44.81 B36.92 T81.73	W0.00 B0.00 T85.08	W0.00 B0.00 T88.43
Euclid-type vehicles (large off-road equipment)	W44.96 B36.92 T81.88	W0.00 B0.00 T85.23	W0.00 B0.00 T88.58
Helper on Asphalt Distributor truck	W44.81 B36.92 T81.73	W0.00 B0.00 T85.08	W0.00 B0.00 T88.43
Low Boy Driver	W46.46 B36.92 T83.38	W0.00 B0.00 T86.73	W0.00 B0.00 T90.08
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W44.81 B36.92 T81.73	W0.00 B0.00 T85.08	W0.00 B0.00 T88.43
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W44.86 B36.92 T81.78	W0.00 B0.00 T85.13	W0.00 B0.00 T88.48
Tractor-Trailer truck (all types)	W44.96 B36.92 T81.88	W0.00 B0.00 T85.23	W0.00 B0.00 T88.58
Vacuum or Vac-All truck (entire unit)	W44.81 B36.92 T81.73	W0.00 B0.00 T85.08	W0.00 B0.00 T88.43
Winch Trailer Driver	W45.06 B36.92 T81.98	W0.00 B0.00 T85.33	W0.00 B0.00 T88.68

Craft: Truck Driver

COMMENTS/NOTES

Foreman: + \$.75 cents per hour. Overtime rate shall be increased accordingly.

HAZARDOUS WASTE REMOVAL WORK:

- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + \$3.00 per hour
- On a hazardous waste site not designated Level A, B, or C: + \$1.00 per hour.

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

SHIFT DIFFERENTIAL:

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional \$3.00 per hour.

BLENDED RATE:

- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

- Benefits on overtime shall be \$43.44.

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/06/22	05/01/23	05/01/24
Driver	W35.84 B36.92 T72.76	W0.00 B0.00 T76.95	W0.00 B0.00 T81.14
New Hires: 1st Year	W35.84 B36.92 T72.76	W0.00 B0.00 T76.95	W0.00 B0.00 T81.14

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

NOTE: These rates may only be used for the delivery of *materials TO the job site (*building materials that will become a permanent part of the job site, such as sand, stone, aggregates, asphalt, sheetrock, 2x4's, etc.). In addition, only the following types of truck may be used for such deliveries (Dump Truck or Flat-bed truck). Please note that this rate does not apply to material suppliers or their employees (who do not perform services at the job site), and for the delivery of equipment and/or items that will not become a permanent part of the job site.

OVERTIME: Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate. Benefits on overtime shall be \$43.44.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BURLINGTON

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.

STATEWIDE RATES

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
55.63	36.65	92.28

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
55.63	36.65	92.28

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or
console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine
(regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2022

Rate	Fringe	Total
50.38	36.65	87.03

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2022

Rate	Fringe	Total
47.80	36.65	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.96	36.65	94.61

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

、 **OPERATING ENGINEERS** Rates Expiration Date :

、 **Effective Dates:**

07/01/2022

Rate	Fringe	Total
52.09	36.65	88.74

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
52.09	36.65	88.74

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2022

Rate	Fringe	Total
59.04	36.65	95.69

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2022

Rate	Fringe	Total
63.72	36.65	100.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2022

Rate	Fringe	Total
62.72	36.65	99.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to
139 ft.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
59.22	36.65	95.87

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2022

Rate	Fringe	Total
61.72	36.65	98.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2022

Rate	Fringe	Total
58.22	36.65	94.87

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2022

Rate	Fringe	Total
60.85	36.65	97.50

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2022

Rate	Fringe	Total
56.79	36.65	93.44

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
54.13	36.65	90.78

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2022

Rate	Fringe	Total
52.60	36.65	89.25

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2022

Rate	Fringe	Total
50.84	36.65	87.49

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2022

Rate	Fringe	Total
58.41	36.65	95.06

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2022

Rate	Fringe	Total
47.80	36.65	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.55	36.65	94.20

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2022

Rate	Fringe	Total
65.74	36.65	102.39

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2022

Rate	Fringe	Total
64.08	36.65	100.73

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2022

Rate	Fringe	Total
61.24	36.65	97.89

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2022

Rate	Fringe	Total
59.58	36.65	96.23

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATE

PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2022

Rate	Fringe	Total
61.24	36.65	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2022

Rate	Fringe	Total
50.38	36.65	87.03

CLASSIFICATIONS:

Driller's Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS Rates Expiration Date :

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2022		03/01/2023
Rate	Fringe	Total	Total
48.65	34.88	83.53	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2022		03/01/2023
Rate	Fringe	Total	Total
48.35	34.88	83.23	85.73

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
47.85	34.88	82.73	85.23

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.35	34.88	85.23	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
47.30	34.88	82.18	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.95	34.88	81.83	84.33

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.80	34.88	81.68	84.18

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2022

Rate	Fringe	Total
55.97	36.65	92.62

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2022

Rate	Fringe	Total
49.13	36.65	85.78

CLASSIFICATIONS:

Driller's Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
42.66	14.01	56.67	58.48	60.48

CLASSIFICATIONS:

Lead Dredgeman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
36.89	13.66	50.55	52.18	53.93

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
34.73	13.53	48.26	49.82	51.47

CLASSIFICATIONS:

Certified Welder

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
33.78	13.18	46.96	48.53	50.14

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

CLASSIFICATIONS:

Crane Operator

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.70	34.88	81.58	84.08

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

Screedman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.30	34.88	81.18	83.68

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.55	34.88	81.43	83.93

CLASSIFICATIONS:

Raker, Luteman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
33.47	30.70	64.17	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

CLASSIFICATIONS:

Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/01/2022		
Rate	Fringe	Total
55.34	34.65	89.99

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/01/2022

Rate	Fringe	Total
55.34	34.65	89.99

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/01/2022

Rate	Fringe	Total
33.84	24.27	58.11

CLASSIFICATIONS:

Pipeline Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

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:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

CLASSIFICATIONS:

Pipeline Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural

Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

*** FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES**

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
59.18	40.83	100.01	103.20	106.36	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

CLASSIFICATIONS:

Journeyman Lineman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
53.60	36.98	90.58	93.47	96.33	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
46.90	32.36	79.26	81.77	84.29	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
69.79	48.15	117.94	121.69	125.44	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
64.20	44.29	108.49	111.96	115.41	118.85

CLASSIFICATIONS:

Assistant General Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
62.53	43.14	105.67	109.03	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
45.22	31.20	76.42	78.85	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
36.29	25.04	61.33	63.29	65.23	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

CLASSIFICATIONS:

Line Equipment Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

*** FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES**

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees. one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/05/2021

Rate	Fringe	Total
65.28	53.00	118.28

CLASSIFICATIONS:

General Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/05/2021

Rate	Fringe	Total
58.14	48.74	106.88

CLASSIFICATIONS:

Foreman

Effective Dates:

12/05/2021

Rate	Fringe	Total
55.08	46.90	101.98

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Journeyman Welder

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/05/2021

Rate	Fringe	Total
40.80	38.24	79.04

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/05/2021

Rate	Fringe	Total
35.70	35.33	71.03

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/05/2021

Rate	Fringe	Total
33.15	33.82	66.97

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/05/2021

Rate	Fringe	Total
30.60	32.30	62.90

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/05/2021

Rate	Fringe	Total
28.05	30.77	58.82

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/05/2021

Rate	Fringe	Total
21.78	27.02	48.80

CLASSIFICATIONS:

Flagman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
72.98	34.88	107.86	111.19

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
72.53	34.88	107.41	110.74

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
71.78	34.88	106.66	109.99

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
75.53	34.88	110.41	113.74

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.95	34.88	105.83	109.16

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.43	34.88	105.31	108.64

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.20	34.88	105.08	108.41

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
69.60	34.88	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

APPENDIX B

Fuel Price Adjustment

Fuel that is eligible for fuel price adjustment will be the sum of the quantities of the eligible Pay Items in the Contract times the fuel usage factors as listed below. The types of fuel furnished shall be at the option of the Contractor.

The fuel required for items not listed and for eligible Pay Items in the Contract that individually require less than 500 gallons of fuel will not be eligible for fuel price adjustment. If more than one Contract Pay Item has the same nomenclature but with different thicknesses, depths, or types, each individual Contract Pay Item must require 500 gallons or more of fuel to be eligible for fuel price adjustment. If more than one Contract Pay Item has the exact same nomenclature, similar Contract Pay Items will be combined and this total must then require 500 gallons or more of fuel to be eligible for fuel price adjustment.

If the as-built quantity of an eligible Contract Pay Item differs from the sum of the monthly estimates, and the as-built quantity cannot be readily distributed among the months in which the eligible Pay Item was constructed, then the as-built fuel price adjustment will be determined by distributing the difference in the same proportion as each monthly estimate is to the total of the monthly estimates.

Eligible Pay Items

Fuel Usage Factor

ROADWAY EXCAVATION, EARTH	0.5 Gallons per Cubic Yard
ROADWAY EXCAVATION, ROCK	0.5 Gallons per Cubic Yard
ROADWAY EXCAVATION, UNCLASSIFIED	0.5 Gallons per Cubic Yard
ROADWAY EXCAVATION, REGULATED WASTE	0.5 Gallons per Cubic Yard
MILLING, ____ " DEPTH	0.25 Gallons per Square Yard
MILLING, ____ " AVERAGE DEPTH	0.25 Gallons per Square Yard
MILLING, ____ " VARIABLE DEPTH	0.25 Gallons per Square Yard
MILLING, VARIABLE DEPTH	0.25 Gallons per Square Yard
PROFILE MILLING	0.25 Gallons per Square Yard
SUBBASE	1 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, ____ " THICK	1 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, ____ " THICK	1 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1 Gallon per Cubic Yard
RECONSTRUCTED SOIL AGGREGATE BASE COURSE	1 Gallon per Cubic Yard
CONCRETE BASE COURSE, ____ " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED, ____ " THICK	0.25 Gallons per Square Yard
SOIL AGGREGATE SURFACE COURSE, ____ " THICK	1 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE SURFACE COURSE, ____ " THICK	1 Gallon per Cubic Yard
RECONSTRUCTED SOIL AGGREGATE SURFACE COURSE	0.25 Gallons per Square Yard
DENSE-GRADED FRICTION COURSE, MIX ____	2.5 Gallons per Ton
OPEN-GRADED FRICTION COURSE	2.5 Gallons per Ton
HOT MIX ASPHALT SURFACE COURSE MIX ____	2.5 Gallons per Ton
HOT MIX ASPHALT INTERMEDIATE COURSE MIX ____	2.5 Gallons per Ton
HOT MIX ASPHALT BASE COURSE MIX ____	2.5 Gallons per Ton
SUPERPAVE HOT MIX ASPHALT ____ SURFACE COURSE	2.5 Gallons per Ton
SUPERPAVE HOT MIX ASPHALT ____ INTERMEDIATE COURSE	2.5 Gallons per Ton
SUPERPAVE HOT MIX ASPHALT ____ BASE COURSE	2.5 Gallons per Ton
CONCRETE SURFACE COURSE, ____ " THICK	0.25 Gallons per Square Yard
CONCRETE SURFACE COURSE, REINFORCED, ____ " THICK	0.25 Gallons per Square Yard
BRIDGE APPROACH SLABS, ____ " THICK	0.5 Gallons per Square Yard
BRIDGE APPROACH TRANSITION SLABS, ____ " AVERAGE THICKNESS	0.25 Gallons per Square Yard

CONCRETE IN STRUCTURES, CULVERTS	1 Gallon per Cubic Yard
CONCRETE IN STRUCTURES, FOOTINGS	1 Gallon per Cubic Yard
CONCRETE IN STRUCTURES, RETAINING WALLS	1 Gallon per Cubic Yard
CONCRETE IN SUBSTRUCTURES, ABUTMENT WALLS	1 Gallon per Cubic Yard
CONCRETE IN SUBSTRUCTURES, PIER COLUMNS AND CAPS	1 Gallon per Cubic Yard
CONCRETE IN SUBSTRUCTURES, PIER SHAFTS	1 Gallon per Cubic Yard
CONCRETE IN SUPERSTRUCTURE, DECK SLABS	1 Gallon per Cubic Yard
CONCRETE IN SUPERSTRUCTURE, SIDEWALKS	1 Gallon per Cubic Yard
CONCRETE IN SUPERSTRUCTURE, PARAPETS	1 Gallon per Cubic Yard
CONCRETE SEAL IN COFFERDAMS	1 Gallon per Cubic Yard
CAST-IN-PLACE CONCRETE PILES, ____ " DIAMETER	1 Gallon per Cubic Yard

For those Pay Items in which the pay unit differs from that which appears in the fuel usage factor, the appropriate conversion will be figured before applying the fuel usage factor. Fuel price adjustment will be determined on a monthly basis by the following formula:

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

Where: F = Fuel Price Adjustment
MF = Monthly Fuel Price Index
BF = Basic Fuel Price Index
G = Gallons of Fuel Eligible for Price Adjustment

The monthly fuel price index, as determined by the Department, will be the average of the retail prices for No. 2 fuel oil and regular unleaded gasoline, as established by the New Jersey Department of Energy. The retail prices for No. 2 fuel oil and regular unleaded gasoline are based on the average of actual retail prices at various locations throughout the State.

The basic fuel price index will be the most recent monthly fuel price index before receipt of bids. Should a monthly fuel price index increase 50 percent or more over the basic fuel price index, no further work shall be performed on items eligible for fuel price adjustment without written approval from the Executive Director of Regional Operations. Should a monthly fuel price index decrease from the basic fuel price index, payments will be decreased accordingly.

Fuel price adjustment will be on a lump sum basis and an estimated amount to cover the fuel price adjustment has been included in the Proposal. Payments for increases will be made from this amount.

Fuel price adjustments will not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price index.

Payment will be made under:

<i>Pay Item</i>	<i>Pay Unit</i>
FUEL PRICE ADJUSTMENT	LUMP SUM

Separate payment will not be made for fuel required for all items in the Contract, all costs thereof shall be included in the prices bid for the various Pay Items scheduled in the Proposal.

APPENDIX C

Asphalt Price Adjustment

Asphalt price adjustment for asphalt binder will be determined on a monthly basis by the following formula:

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

where: A = Asphalt Price Adjustment
MA = Monthly Asphalt Price Index
BA = Basic Asphalt Price Index
T = Tons of New Asphalt Binder (see Note)

Note: The weight of asphalt binder eligible for price adjustment will be determined by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of HMA.

Asphalt price adjustment for tack coat and prime coat will be determined on a monthly basis by the following formula:

$$A = (B) \times (I) \times (C) \times (M) \times (G)$$

where: A = Asphalt Price Adjustment
B = Bid Price for Tack Coat/Prime Coat
I = Asphalt Price Adjustment Factor (see Note)
C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:
Use 100% for cutbacks
90% for inverted emulsions
60% for RS or similar type emulsions
M = Percentage of Bid Price Applicable to Materials Only: Use 82%
G = Gallons of Tack Coat and Prime Coat Furnished and Applied

Note: Asphalt price adjustment factor for a given month will be a percentage increase or decrease determined by comparing that month's monthly asphalt price index with the basic asphalt price index.

The monthly asphalt price index will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department each month. For that part of the State north of and including Route 195, the asphalt price index will be based on quotations from Chevron, Citgo, and, Valero Refining Company New Jersey. For that part of the State south of Route 195, the index will be based on quotations from Coastal, Chevron, Citgo, and Valero Refining Company New Jersey.

The basic asphalt price index will be the most recent monthly asphalt price index before receipt of bids.

Should a monthly asphalt price index increase 50 percent or more over the basic asphalt price index, no additional HMA shall be furnished for the Project without written approval from the Director of Construction Services and Materials.

Should a monthly asphalt price index decrease from the basic asphalt price index, payments will be decreased accordingly.

Asphalt price adjustment for work performed after the time of completion, will be based on the asphalt price index for the month in which the work was to be completed, except if the monthly asphalt price index decreases after the completion date, the asphalt price adjustment will be decreased accordingly.

Asphalt price adjustment will be on a lump sum basis, and an estimated amount to cover the asphalt price adjustment will be included in the Proposal. Payments for increases will be made from this amount.

Asphalt price adjustments will not be made in those months for which the monthly asphalt price index has changed by less than five percent from the basic asphalt price index.

Basis of Payment.

Payment will be made under:

Pay Item
ASPHALT PRICE ADJUSTMENT

Pay Unit
LUMP SUM