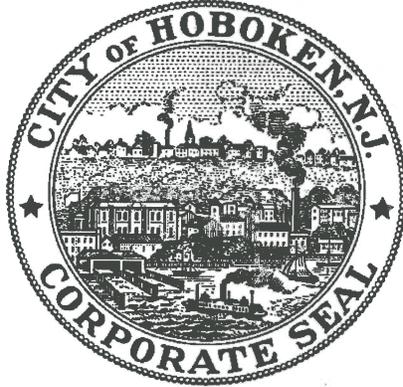


**CITY OF HOBOKEN, NEW JERSEY**  
**Office of the Business Administrator**  
**Division of Purchasing**



**Specifications and Statutory Requirements For:**

**Bid Number: 16-09**

**WASHINGTON STREET REDESIGN**

**Bid Opening Date:**  
**1:00 PM Prevailing time**  
**DATE**

  
\_\_\_\_\_  
**JACLYN J. FLOR, P.E., P.P, C.M.E.**  
**CONSULTING ENGINEER**  
**N.J. LICENSE NO. GE45426**

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**CITY OF HOBOKEN**

**WASHINGTON STREET REDESIGN - BID 16-09  
(NJEIFP Project No's. 0905001-001 and S340635-07)**

**MANDATORY FORMS TO BE SUBMITTED WITH BIDS**

Each bidder is required to complete this checklist of all mandatory items that are required for this bid. The absence of any of these mandatory forms from the sealed bid package will be sufficient for the rejection of the entire bid. **Two copies (one original and one duplicate) of these mandatory forms shall be submitted.**

- 1. Affirmative Action Data Form \_\_\_\_\_
- 2. Americans with Disabilities Act of 1990 Acknowledgement Form \_\_\_\_\_
- 3. Affirmative Action Compliance Notice \_\_\_\_\_
- 4. Prevailing Wage Affidavit \_\_\_\_\_
- 5. Stockholder Disclosure Form \_\_\_\_\_
- 6. Non-Collusion Form \_\_\_\_\_
- 7. Nuclear-Free Hoboken Ordinance Statement \_\_\_\_\_
- 8. Statement of Understanding \_\_\_\_\_
- 9. Bid Proposal (Price Schedule) \_\_\_\_\_
- 10. Proof of Business Registration (Copy of Business Registration Certificate) \_\_\_\_\_
- 11. Evidence of Public Works Contractor Registration \_\_\_\_\_
- 12. List of Subcontractors \_\_\_\_\_
- 13. Subcontractor Certificate \_\_\_\_\_
- 14. Schedule of Prices \_\_\_\_\_
- 15. Bidder's Affidavit \_\_\_\_\_
- 16. Ownership Statement Compliance Form \_\_\_\_\_
- 17. Bid Bond \_\_\_\_\_
- 18. Consent of Surety \_\_\_\_\_
- 19. Acknowledgement of Surety Company \_\_\_\_\_
- 20. Bidders Safety Acknowledgement \_\_\_\_\_
- 21. Bidders Qualification Form \_\_\_\_\_
- 22. Plant and Equipment Questionnaire (4 pages) \_\_\_\_\_
- 23. Exceptions and Addendum \_\_\_\_\_
- 24. Iran Disclosure Form \_\_\_\_\_
- 25. Certification of Equal Employment Opportunity \_\_\_\_\_
- 26. Certification of Non-Segregated Facilities \_\_\_\_\_
- 27. Statement of Acknowledgement of American Iron and Steel Requirements \_\_\_\_\_

**CITY OF HOBOKEN**  
**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the representative of the Division of Purchasing, for the City of Hoboken, County of Hudson, State of New Jersey on **DAY, DATE, 1:00 PM** prevailing time at, City Hall, Office of the City Clerk, 94 Washington Street Hoboken N.J. 07030 at which time and place bids will be opened and read in public for:

**BID NUMBER: 16 - 09**

**WASHINGTON STREET REDESIGN**

The project generally consists of construction of various roadway improvements on Washington Street including the replacement of 14 new traffic signals, installation of new conduit for an electrical microgrid, replacement of sidewalk, roadway paving and traffic striping. Other improvements to be funded under the New Jersey Environmental Infrastructure Financing Program (NJEIFP) include the replacement of 12" and 8" water mains, hydrants and approximately 530 water service connections, as well as, construction of up to 15 rain garden structures and various drainage improvements. All work stipulated in the Contract shall be fully completed within \_\_\_\_\_ (\_\_\_) calendar days of the date of mailing, by certified mail, or of receipted delivery, by hand or facsimile, of a Notice to Award.

Specifications, plans, drawings and contract documents may be obtained from the Division of Purchasing, City Hall 2nd Floor, 94 Washington Street, Hoboken, N.J. 07030 during regular business hours Monday through Friday, 9:00am to 4:00pm. Telephone (201) 420-2011 Fax (201) 420-2009 or Email: [adineros@hobokennj.gov](mailto:adineros@hobokennj.gov).

**Bidders are highly encouraged to attend the pre bid conference and walk thru on the following date at City Hall, 94 Washington Street, Hoboken, NJ 07030:**

**DAY, DATE ,TIME, prevailing time.**

Bidders are hereby put on notice that this Bid, and the contract entered into thereunder, are subject to liquidated damages for failure to complete the project within the specified time of completion. By submitting a bid, Bidders acknowledge and accept the time of completion and the liquidated damage terms of the bid and underlying contract.

Bidders are required to comply, where applicable, with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1 et seq., New Jersey Statutes Title 19 Fair and Open Process, the City of Hoboken Chapter 20A Fair and Open Process, and all other applicable laws.

All corporations and partnerships must comply with Chapter 33, of the P.L. of 1977, regarding disclosure of partners and stockholders.

Each bid shall be enclosed in a sealed envelope addressed to the owner bearing the bid number, title of bid, name and address of the bidder on the outside of the envelope.

All bids shall be irrevocable, not subject to withdrawal and shall stand available for a period of sixty (60) days.

The Owner reserves the right to reject any and all bids, to waive informalities or irregularities in the bids received and to accept the bid from the lowest, responsive and responsible bidder.

This contract or subcontract is expected to be funded in part with funds from the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Environmental Infrastructure Trust (NJEIT). Neither the State of New Jersey, the New Jersey Environmental Infrastructure Trust nor any of their departments, agencies, or employees is, or will be, a party to this contract or subcontract or any lower tier contract or subcontract. Portions of this contract are subject to the provisions of NJAC 7:22-3, 4, 5, 9 and 10.

Under the terms of any contract awarded under this invitation for bids, the successful bidder shall fully comply with the requirements, terms, and conditions of the NJDEP's Socially and Economically Disadvantaged Individuals (SEDs) Regulations, NJAC 7:22-3.7(a)24 and 7:22-4.17(a), or 7:22-6.17(a)24 for those portions of the contract being funded by the NJDEP and the NJEIT. Contractor must award not less than 10% of the costs for construction, materials, or services to small business concerns owned and controlled by SEDs.

Bidders are required to comply with the current requirements of N.J.S.A.10:5-31 et. seq. P.L. 1975, c.127 (Affirmative Action); N.J.S.A. 52:25-24.2 P.L. 1977, c.33 (Disclosure of Ownership) and N.J.S.A. 52:32-44P.L. 1999, c. 39, as amended by P.L. 2004, c. 57, (NJ Contractor Business Registration Act).

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq Chapter 150 of the Laws of 1963, effective January 1, 1964 and the Public Works Contractor Registration Act (NJSA 34:11-56.48).

ATTEST:

AL B. Dineros, QPA

Purchasing Agent

## INSTRUCTIONS TO BIDDERS & STATUTORY REQUIREMENTS

### I. SUBMISSION OF BIDS

- A. The City of Hoboken in Hudson County, New Jersey (hereinafter referred to as "City") invites sealed bids pursuant to the Notice of Bidders.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice of Bidders, and at such time and place will be publicly opened and read aloud.
- C. **The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "Bid" with the contract title and/or bid# being bid. (4) Two (2) copies (one original and one duplicate) shall be submitted.**
- D. It is the bidder's responsibility to see that bids are presented to the City on the hour and at the place designated. Bids may be hand delivered or mailed; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person(s) signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. *All transportation charges shall be fully prepaid by the contractor FOB destination and placement at locations specified by the City.* As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the contractor's convenience.

- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- J. All construction under this project shall be compliant with the City's noise control ordinance, Hoboken Code Chapter 133, and, specifically the time constraints required by Hoboken Code Section 133-9(c).

## II. BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A.  BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidders to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

*If this section is applicable, then, failure to submit this shall be cause for rejection of the bid.*

B.  CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

*If required, then, failure to submit this shall be cause for rejection of the bid.*

C. [X] PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

*If required, then, failure to submit this shall be cause for rejection of the bid.*

D. [X] LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

*If required, then, failure to deliver this with the performance bond shall be cause for declaring the contract null and void.*

E. [X] MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 15% guaranteeing against defective quality of work or materials for the period of:

- One (1) year
- Two (2) years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the City.

*If required, then, the surety of such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.*

### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the City's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and

shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summations of the extended totals, the computation by the City of the extended totals shall govern.

**IV. BRAND NAMES, PATENTS & STANDARDS OF QUALITY**

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The City reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.
- E. Wherever practical and economical to the City, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

**V. INSURANCE & INDEMNIFICATION**

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$1,000,000.

2. General Liability Insurance

This insurance shall have limits of not less than \$ 1,000,000 per occurrence and \$ 2,000,000 in aggregate covering property damage, bodily injury and products & completed operations and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 Combined Single Limit for property damage and bodily injury, shall be maintained in force during the life of this contract by the bidder.

4. Umbrella/Excess Liability Insurance

General, Auto, and Employer's Liability shall all fall under this insurance with an additional limit no less than \$5,000,000 per occurrence and in aggregate. Coverage shall be on 'follow-form' basis with coverage at least as broad as the underlying policies.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, necessary Worker's Compensation and Employer's Liability Insurance.

Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the City of Hoboken and its officers, agents and employs as additional assured.

Such coverage shall have a thirty (30) day notice of cancellation, which shall be noticed to the City of Hoboken upon any cancellation of policy.

C. INDEMNIFICATION

PROVIDER'S INDEMNITY OBLIGATION. PROVIDER COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY), INDEMNIFY, AND HOLD HARMLESS THE CITY OF HOBOKEN, NEW JERSEY AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE CITY OF HOBOKEN, NEW JERSEY, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY EACH BEING A "HOBOKEN PERSON" AND COLLECTIVELY THE "HOBOKEN PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE CITY OF HOBOKEN, NEW JERSEY AND/OR ANY OTHER HOBOKEN PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (I) ANY OF THE WORK AND SERVICES OF THE PROVIDER AS

DESCRIBED IN SECTION 1 OF THIS AGREEMENT, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY PROVIDER UNDER THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY PROVIDER, OR BY ANY OF PROVIDER'S OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, TENANTS, SUBTENANTS, LICENSEE, SUBLICENSEE, CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM PROVIDER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, PROVIDERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY HOBOKEN PERSON, OR CONDUCT BY ANY HOBOKEN PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. PROVIDER SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY HOBOKEN PERSON RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S SOLE COST AND EXPENSE. THE HOBOKEN PERSONS SHALL HAVE THE RIGHT, AT THE HOBOKEN PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS HEREUNDER. THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **VI. PREPARATION OF BIDS**

- A. The City is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts)

The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.
- D. All construction under this project shall be compliant with the City's noise control ordinance, Hoboken Code Chapter 133, and, specifically the time constraints required by Hoboken Code Section 133-9(c).

## VII. STATUTORY AND OTHER REQUIREMENTS

### A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127).

#### 1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter, or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

#### **Public Works Contractor License number.**

#### 2. Construction Contracts

Successful contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201-available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

### B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the City harmless.

### C. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

E. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - HAZARDOUS SUBSTANCE FACT SHEET - must be furnished.

F. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

G. Nuclear-Free Hoboken Ordinance Statement

The Nuclear-Free Hoboken Ordinance Statement, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

H. Statement of Understanding

The Statement of Understanding, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

J. IRANIAN INVESTMENT ACTIVITY FORM

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 to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party, in default and seeking debarment or suspension of the person or entity.

## VIII. METHODS OF AWARD

- A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

- B. The City may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.
- C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.
- D. The City may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.
- E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

## **IX. REJECTION OF BIDS**

### A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

### B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

### C. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

### D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the City in an unacceptable manner, may be rejected.

### E. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the City may then, at its option, accept the bid of the next lowest responsible bidder.

## **X. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination.

Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the successful bidder, the City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.

#### **XI. TIME IS THE ESSENCE**

The work contemplated under this Contract shall be completed within **Twelve (12) months after Notice to Proceed.** The Contractor shall commence the work not later than 20 calendar days after the execution of the Contract. The completion time shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this contract and all else necessary and incidental in connection with the performance of this Contract. By submitting a bid, the contractor acknowledges that time is of the essence and that time specifications contained within the bid, including without limitation, the date of completion shall be strictly construed.

If the Contractor fails to complete the work within the specified time plus any extensions authorized in writing by the City's authorized agent, the Contractor shall be responsible to the City as liquidated damages for the sum of \$1,500.00 per day (Saturdays, Sundays, and legal holidays excepted) for every day thereafter until the completion and acceptance of work. Such liquidated damages shall not be considered as a penalty. The City shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

#### **XII. BUSINESS INTERRUPTION**

In the event that business interruption is necessary due to testing, switchover or for any other reason, it must be properly arranged with the Business Administrator. 48 hour advance notice is absolutely necessary.

Testing and switchover shall take place during non-business hours to limit disruption to municipal offices and services.

### **XIII. LIMIT ON OVERHEAD AND PROFIT FOR CHANGE ORDER**

Unless otherwise provided in the Bid Documents and/or unless otherwise determined by the Owner's Engineer based on the specific circumstances of the bid, overhead shall include all other expenses for which the contractor seeks reimbursement which are not included in material and labor costs.

The Prime Contractor's maximum allowable overhead and profit shall be as follows:

Work performed by own forces – 15% combined overhead and profit.

Work performed by Subcontractors – 7% combined overhead and profit.

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity

or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

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

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

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

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good

faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

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

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**Exhibit C**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Bidder and the City of Hoboken, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Bidder shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Bidder shall indemnify, protect, and save harmless the City, 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 Bidder shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Bidder agrees to a proposal by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Bidder shall satisfy and discharge the same at its own expense.

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

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

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

**AMERICANS WITH DISABILITIES ACT OF 1990  
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Bidder's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Bidder hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Bidder hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Bidder further certifies that he/she understands that his/her bid shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Bidder fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. The successful Bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

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

OR

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

The successful bidder may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful bidder(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the bidder copy is retained by the bidder.

The undersigned bidder certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned bidder further understands that his/her bid shall be rejected as non-responsive if said bidder fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The undersigned agrees to comply with all laws relating to Affirmative Action, whether state, local or federal, for the entire period of the contract.

COMPANY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**  
**City of Hoboken**

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

**FAILURE TO CHECK EITHER BOX 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 EITHER BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed 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****

**OR**

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

**Part 2**

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

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

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

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

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

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

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

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

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Hoboken is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Hoboken and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

# Tax Exempt Certificate

Internal Revenue Service

Date: June 8, 2002

City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030-4556

RECEIVED

Department of the Treasury JUN 12 2002

P. O. Box 2508  
Cincinnati, OH 45201

DIVISION OF  
REVENUE & FINANCE

Person to Contact:  
Brona Fox 31-07209  
Customer Service Representative  
Toll Free Telephone Number:  
8:00 a.m. to 6:00 p.m. EST  
877-828-5600  
Fax Number:  
513-288-3756  
Employer Identification Number:  
22-6001993

Dear Sir or Madam:

This is in response to your request dated May 16, 2002 for information concerning your organization's exemption from Federal income tax.

As an instrumentality of a governmental unit, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code of 1954, which states in part:

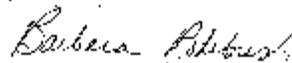
"Gross income does not include income derived from the exercise of any essential governmental function and accruing to a State or any political subdivision thereof..."

Because your organization is an instrumentality of a governmental unit, its income is not taxable as explained above. Contributions to instrumentalities are deductible under Section 170(e)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



for John E. Ricketts, Director, TE/GE  
Customer Account Services



State of New Jersey  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF TAXATION  
 PO Box 298  
 Trenton, NJ 08646-0298

RECEIVED

OCT 16 2001

DIVISION OF  
 REVENUE & FINANCE

DONALD I. DeFRANCESCO  
 Acting Governor

PETER E. LAWRENCE  
 Acting State Treasurer

to reply respond to:

October 15, 2001

(609) 292-5994

Fax (609) 989-0113

City of Hoboken  
 Division of Revenue and Finance  
 94 Washington St.  
 Hoboken, NJ 07030-4585

Dear Purchasing Officers and Vendors:

The City of Hoboken is a political subdivision of the State of New Jersey and is exempt from sales and use taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.). An exempt organization certificate (ST-5) or number is not required for the City of Hoboken to make tax-exempt purchases. Your official letterhead or official purchase order signed by a qualified officer is sufficient proof for your vendor that you are exempt from paying the sales tax. Payment must be made by government check or voucher.

Federal agencies, New Jersey state agencies and municipal agencies making purchases in the amount of one hundred fifty dollars (\$150) or less from imprest funds may use the Exempt Use Certificate (Form ST-4) to be relieved of making such purchases by government check or voucher. The Exempt Use Certificate must be signed by a qualified officer of the agency. In the block marked "Purchaser's Certificate of Authority Number" on the Exempt Use Certificate, the words "Governmental Agency" should be inserted. In the block provided for the exempting citation, the initials "9(a)" should be written. The name and position of the person dealing with the vendor must be given at the bottom of the certificate. We are enclosing a copy of the Exempt Use Certificate for your convenience.

Very truly yours,

  
 Arthur J. Guenther

Assistant Chief  
 Regulatory Services Branch

AJG:dh  
 Enclosure

**CITY OF HOBOKEN  
HUDSON COUNTY**

**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) for contracts entered into with the City of Hoboken, except those contracts which are not within the scope of the Act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by City representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the City of Hoboken, the City Council of Hoboken and all of its officers, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

as a binding act in deed of \_\_\_\_\_

Name of Organization

\_\_\_\_\_  
Authorized signature & title

\_\_\_\_\_  
PRINT - Authorized name & title

\_\_\_\_\_  
Witness

**STOCKHOLDER DISCLOSURE FORM**

The names and addresses of all partners, officers and parties interested in the foregoing bid are as follows: (Please type or print)

<u>Full Name</u>	<u>Title of Office Held if Bidder is a Corporation</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned bidder hereby designates the address stated below as its business address and as the place to which all notices and letters may be delivered or mailed.

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

Attest or Witness:

\_\_\_\_\_

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

\_\_\_\_\_  
Title

The Business address of the Bidder is: \_\_\_\_\_  
\_\_\_\_\_

Corporation of the State of \_\_\_\_\_  
The above named bidder is a (Partnership) (Individual)  
(Please strike out designations which do not apply.)

(Please note: The bidder must fill in and execute this page and submit it as part of the sealed bid.)

**NON - COLLUSION AFFIDAVIT**

State of New Jersey:

SS

County of Hudson

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ being of age, being duly sworn according to the law on my oath deposes and says: I am \_\_\_\_\_ of the firm of \_\_\_\_\_

the bidder making the sealed bid for the attached bid, and that I executed the said sealed bid with full authority so to do; that said bidder has not, directly or indirectly, taken any action in restraint of free, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the attached bid; and that all statements contained in said sealed bid and in this Affidavit are true and correct, and made with full knowledge that the City of Hoboken relies upon the truth of the statements contained in said sealed bid and in the statements in this Affidavit in awarding the contract for said bid.

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

\_\_\_\_\_  
(Name of person for firm submitting bid) (N.J.S.A. 52:34-15)

Sworn and Subscribed to before me this \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

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

(Please note: The bidder must fill in and execute this page and submit it as part of the sealed bid.)

**THE NUCLEAR-FREE HOBOKEN ORDINANCE**

- (1) FINDINGS: The People of the City of Hoboken hereby find that:
  - (a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.
  - (b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.
  - (c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.
  
- (2) POLICY: Hoboken shall be established as a Nuclear Free Zone.  
 A Nuclear Free Zone shall be defined by these requirements:
  - (a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.
  - (b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
  - (c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
  - (d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.
  - (e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.
  
- (3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).
  
- (4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

**NUCLEAR-FREE HOBOKEN ORDINANCE STATEMENT**

I hereby certify that \_\_\_\_\_  
(Name of Bidder)

does not engage in the production of nuclear weapons or components.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Please note: The bidder must fill in and execute this page and submit it as part of their sealed bid.)

**STATEMENT OF UNDERSTANDING**

I, the undersigned, as a duly authorized agent of the Contractor,

\_\_\_\_\_ Title

hereby attest to having read and understand all items, paragraphs, conditions, regulations, specifications, etc., contained within this bidding/contract document and will abide by them. Where Federal requirements cite the term "Grantee", the Contractor and the City shall be included. The Contractor and the City now known as "Grantee" shall comply with all requirements, paragraphs, conditions, regulations, specifications, etc., contained within this bidding/contract document.

Signed \_\_\_\_\_ (Seal)

Name Typed \_\_\_\_\_

Title \_\_\_\_\_

Firm \_\_\_\_\_

Date \_\_\_\_\_

(Please note: The Bidder must fill in and execute this page and submit it as part of the sealed bid.)

## **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

A contractor shall provide proof of its own business registration and proofs of business registration for any named subcontractors. The proof shall be in the form of a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue. The proof of business registration shall be provided prior to the time the bid or proposal is awarded or authorized by the contracting agency.

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, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 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.

**NAMING OF SUBCONTRACTORS FORM**

ALL CONTRACTORS MUST COMPLETE THE FOLLOWING:

N.J.S.A. 40A:11-16 requires that where all the work and materials required to complete the construction project are to be included in a single overall contract, bidders that propose using subcontractors for any of the four specialized "sub-prime" categories (i.e. Plumbing and gas fitting and all kindred work; Steam and hot water heating, ventilating apparatus, steam power plants and kindred work (HVAC); Electrical work; and Structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for that category.

If \_\_\_\_\_ is successfully awarded this  
 (Name of Firm)  
 project, I, \_\_\_\_\_,  
 (Authorized Representative)  
 of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and State  
 of \_\_\_\_\_, certify pursuant to N.J.S.A. 40A:11-16 that I shall utilize the  
 following subcontractors if this Bid is successfully awarded to my firm.

<u>NAME OF SUBCONTRACTOR</u>	<u>SCOPE OF WORK</u>

(Use additional sheet of paper if more space required)

\_\_\_\_\_  
 Signature of Bidder

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

**BIDDER'S AFFIDAVIT**

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

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

\_\_\_\_\_ being duly sworn, deposes and says that he

resides at \_\_\_\_\_

and that he is the \_\_\_\_\_  
(Give Title)

of \_\_\_\_\_  
(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign, that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

\_\_\_\_\_  
Affiant

Subscribed and Sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public) (Seal)

\_\_\_\_\_  
(Commission expiration date)

**OWNERSHIP STATEMENT COMPLIANCE FORM  
PUBLIC LAW 1977 CHAPTER 33**

NEW JERSEY PUBLIC LAW 1977, CHAPTER 33 REQUIRES EACH CORPORATION OR PARTNERSHIP SUBMITTING A BID TO ANY GOVERNMENTAL AGENCY TO ACCOMPANY THAT BID WITH A STATEMENT OF OWNERSHIP LISTING THE NAME AND ADDRESS AND PERCENTAGE OWNERSHIP OF EACH INDIVIDUAL OWNING TEN PERCENT (10%) OR MORE OF THE CORPORATION OR PARTNERSHIP. THIS FORM OR AN APPROPRIATE LISTING ON THE BIDDERS LETTERHEAD CONTAINING SIMILAR INFORMATION, MUST BE INCLUDED IN THE BIDDERS PROPOSAL WHEN THE BID IS ORIGINALLY SUBMITTED.

OWNERSHIP STATEMENT – PER PL 1977 CHAPTER 33

\_\_\_\_\_  
(NAME OF CORPORATION OR PARTNERSHIP) PRINT

\_\_\_\_\_  
(ADDRESS OF RECORD) PRINT

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IF ONE OR MORE SUCH STOCKHOLDER OR PARTNER IS ITSELF A CORPORATION OR IS A PARTNERSHIP, THE STOCKHOLDERS HOLDING TEN PERCENT (10%) OR MORE OF THAT CORPORATION'S STOCK OR THE INDIVIDUAL PARTNERS OWNING TEN PERCENT (10%) OR GREATER INTEREST IN THAT PARTNERSHIP MUST BE LISTED ON A SUPPLEMENTAL SHEET ON THE BIDDER'S LETTERHEAD.

THE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

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

CONTRACTOR'S LEGAL STATUS: \_\_\_\_\_

(CORPORATION LIMITED LIABILITY CORPORATION, SUBCHAPTERS COOPERATIVE, PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, JOINT VENTURE, OR INDIVIDUAL OPERATING UNDER A TRADENAME.)

I CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT.

SUBSCRIBED AND SWORN TO \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC OF  
MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Hoboken in the penal sum of not less than ten percent of the bid amount to a maximum of \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to the City of \_\_\_\_\_ a certain Bid, attached hereto, and made a part of hereof, to enter into a contract in writing for \_\_\_\_\_

NOW THEREFORE,

- A) If said Bid shall be rejected, or, in the alternate,
- B) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the City Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having their corporate seals to be hereto affixed and these presents to be signed by their proper corporate officers, the day and year first set forth above.

Principal: \_\_\_\_\_ (L.S.)

Surety: \_\_\_\_\_

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

**CONSENT OF SURETY**

In consideration of the promises (Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and a guarantor for its faithful performance, and shall execute a bond in the form required by the New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Owner \_\_\_\_\_, \_\_\_\_\_ County, New Jersey, against loss due to the failure of the Contractor to meet the stipulation of the contract, contract documents, and the bond, and to guarantee payment to all persons performing for furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said \_\_\_\_\_, and difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said City or Township may hereafter be obliged to pay the corporation, person or persons to who a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these present to be signed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_(Seal)  
Surety

ATTEST:

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

COUNTERSIGNED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Bidder's Signature & Business Address

**BIDDER’S SAFETY ACKNOWLEDGMENT**

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

\_\_\_\_\_  
WITNESS OR ATTESTED BY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF ORGANIZATION

\_\_\_\_\_  
PRINT NAME AND TITLE OF  
PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

**BIDDER'S QUALIFICATION FORM**

(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and contract amount. The Bidding Contractor shall demonstrate the following:

- 1) Prior water-main installation projects of \$4,000,000 or greater in an urban environment.
- 2) Ability to supply multiple water construction crews to successfully complete a phased approach to water installation.

1. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address, & Telephone Number: \_\_\_\_\_

2. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address, & Telephone Number: \_\_\_\_\_

3. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address, & Telephone Number: \_\_\_\_\_

4. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address, & Telephone Number: \_\_\_\_\_

5. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address, & Telephone Number: \_\_\_\_\_

**PLANT AND EQUIPMENT QUESTIONNAIRE**

Submitted to \_\_\_\_\_

By \_\_\_\_\_  
A Corporation  
A Co-partnership  
An Individual

Principal Office \_\_\_\_\_

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected the proposed work? Explain in detail.

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

2. Explain your plan or layout for performing the proposed work.

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

3. The work, if awarded to you, will have the personal supervision of whom?

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

4. Do you intend to do the proposed work with your own forces? \_\_\_\_\_

**STATUS OF CONTRACTS ON HAND**

5. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance To Be Completed	Estimated Date of Completion
<b>Totals</b>							

6. What equipment do you own that is available for and intended to be used on the proposed project?

**TABLE 1**

Quantity	Item	Description, Size Capacity, Etc.	Condition	Years of Service	Present Location

7. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

**TABLE 2**

Quantity	Item	Description, Size Capacity, Etc.	Approximate Purchase	Cost Lease

8. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

\_\_\_\_\_Yes

\_\_\_\_\_No

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by \_\_\_\_\_, and are available for and intended to be used on the Project, if \_\_\_\_\_ is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of contract, as set forth in Article 25 the Governing Body has the right to take over the leased equipment for use in completing the work.

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

\_\_\_\_\_  
Name of Organization

By \_\_\_\_\_

\_\_\_\_\_  
Title or Person Signing

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

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

\_\_\_\_\_, Being duly sworn, deposes and says that he is \_\_\_\_\_ of the above \_\_\_\_\_

Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

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

**EXCEPTIONS and ADDENDUM TO SPECIFICATIONS**

**BID NUMBER: 16 - 09**

**WASHINGTON STREET REDESIGN**



COMPANY NAME \_\_\_\_\_

Addendum:

1.

Exceptions:

**CERTIFICATION BY BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

---

Name of Prime Contractor \_\_\_\_\_

Project Number \_\_\_\_\_

INSTRUCTIONS

This Certification is required pursuant Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filled all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report.

---

CONTRACTOR CERTIFICATION

Contractor's Name: \_\_\_\_\_

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

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes \_\_\_\_\_ No \_\_\_\_\_

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, state what reports were filed and with what agency:

3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1. Yes \_\_\_\_\_ No \_\_\_\_\_

If answer to Item 3 is NO, please explain in detail on reverse side of this certification.

---

Certification – The information above is true and complete to be best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001)

---

NAME AND TITLE OF SIGNER – Please Type

---

SIGNATURE

DATE

**U.S. ENVIRONMENTAL PROTECTION AGENCY**  
**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontractors exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the bases of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that we will retain such certifications in his files.

---

Signature Date

---

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

**STATE TREASURER'S LIST OF DEBARRED,  
SUSPENDED AND DISQUALIFIED BIDDERS**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY

SS

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

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
In the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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 Proposal for the above named work, and that I executed the said Proposal 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 Bidder; and that all statements contained in said Proposal and in the affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal 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 the Guarantee Period, that the City of Hoboken (Loan Applicant) shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
(Insert Name and Address of Contractor)

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

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

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

My commission expires: \_\_\_\_\_, 20 \_\_\_\_\_

**STATEMENT OF ACKNOWLEDGEMENT**

**OF IMPLEMENTATION OF THE AMERICAN IRON AND STEEL PROVISIONS OF**

**P.L. 113-76, CONSOLIDATED APPROPRIATIONS ACT, 2014**

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Purchaser”) and the \_\_\_\_\_ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as “American Iron and Steel;” (P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436) that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State. The following specific bid items and/or project components are subject to the American Iron and Steel requirements:

Lined or unlined pipes or fittings; Manhole Covers; Municipal Castings; Hydrants; Tanks; Flanges; Pipe clamps and restraints; Valves; Structural steel (Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater); Reinforced precast concrete; and Construction materials (Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems).

**Municipal Castings:**

Access Hatches; Ballast Screen; Benches (Iron or Steel); Bollards; Cast Bases; Cast Iron Hinged Hatches, Square and Rectangular Cast Iron Riser Rings; Catch Basin Inlet; Cleanout/Monument Boxes; Construction Covers and Frames; Curb and Corner Guards; Curb Openings; Detectable Warning Plates; Downspout Shoes (Boot, Inlet); Drainage Grates, Frames and Curb Inlets; Inlets; Junction Boxes; Lampposts; Manhole Covers, Rings and Frames, Risers; Meter Boxes; Service Boxes; Steel Hinged Hatches, Square and Rectangular; Steel Riser Rings; Trash receptacles; Tree Grates; Tree Guards; Trench Grates; and Valve Boxes, Covers and Risers.

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Signature

Date

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Name and Title of Signer (Please Type)

## **GENERAL CONDITIONS OF THE CONTRACT**

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## GENERAL CONDITIONS OF THE CONTRACT

### ART. 1 DEFINITIONS

Certain terms are used from time to time in the Contract Documents and shall be construed as follows:

Contract Documents - consist of the Advertisement, Information for Bidders, Proposal, Agreement, General Specifications, Supplemental Specifications, Plans, and Addenda, if any. These form the Contracts.

Plans – shall mean: WASHINGTON STREET REDESIGN, BID 16-09

City - shall mean:

Name: The City of Hoboken  
Address: 94 Washington Street  
Hoboken, NJ 07030

Engineer - shall mean:

Name: T&M Associates  
Address: 11 Tindall Road  
Middletown, NJ 07748

Contractor - shall mean the successful bidder who is the party of the first part of the Agreement. For convenience throughout the Contract Documents, the Contractor shall be referred to as an individual.

Subcontractor - shall mean those having a direct contract with the Contractor to furnish materials worked to a special design according to the Contract Documents of this work.

Work - shall mean all labor, materials, supplies, tools and equipment, insurance, bonds, and other facilities necessary to complete the Contract.

Surety - shall mean the corporate body which is bound with and for the Contractor and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

Drawings - shall mean all sketches, blueprints, plans, and reproductions of drawings pertaining to the construction of the structures and appurtenances.

Specifications - shall mean the directions, provisions and requirements, contained herein, together with all written agreements made to the method and manner of performing the work or the quantities and qualities of materials to be furnished under the Contract.

Extra work - shall mean any work required by the City, which in the judgment of the Engineer, involves changes in or additions to that work required by the Contract Documents.

Written Notice - shall mean notice which has been duly served when delivered to or at last known business address of the person, firm or corporation for whom intended or when enclosed in a prepaid postage wrapper or envelope addressed to such person, firm, or corporation at the last known business address and deposited in a United States mail box. All notices sent by mail shall be certified, and the time of receipt shall be used for the determination of any waiting period for action to be taken as called for in the Contract Documents.

Department – shall mean the New Jersey Department of Environmental Protection.

## **ART. 2 INTENT OF CONTRACT DOCUMENTS**

The Contract Documents are complementary, and what is required or called for by any one of them shall be as binding as if mentioned by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work in a good and workmanlike manner. In the performance of the Work, the Contractor shall also bear all costs of insurance; obtain and pay for any necessary permits; royalties; conform to all federal, state, county, and municipal legislation pertinent to this project; and protect the work during construction. The Contractor shall also provide to the City any and all equipment warranties which are standard and transferable.

## **ART. 3 ORDER OF COMPLETION**

The Contractor shall submit a schedule which will show the order in which the proposed work will be performed and the dates when each part will be started and completed. The order of Work shall be approved by the Engineer.

## **ART. 4 OWNERSHIP OF DRAWINGS**

All furnished Drawings, with the exception of the Contract set, are the property of the Engineer, and shall be returned to him at the completion of work.

## **ART. 5 CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the Work; the character, quality and quantity of the necessary material; the character of equipment and facilities needed to perform the Work; the general and local surface and subsurface conditions; all federal, state, county and municipal ordinances which may affect the work to be performed under this Contract.

## **ART. 6 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for all parts of the Work, temporary and permanent, until the project is accepted by the City. The Contractor shall also bear all losses resulting from any unforeseen difficulties which may be encountered; or delays of work resulting from the breaking, leaking or relocation of any underground utilities; or from delays required for any related or adjoining contract and shall save the City harmless from all claims of any kind arising from the performance of this Contract.

The Contractor shall be responsible for any and all damage caused by or due to flooding during construction, which damages either personal and/or real property, and it will be his responsibility to take adequate steps during the course of construction to prevent such damage.

The Contractor is solely responsible for compliance with all applicable safety regulations regarding safety and confined space entry including, but not limited to, those of the Occupational Safety and Health Administration (OSHA), National Safety Council, State of New Jersey, Department of Labor and Industry, etc.

## **ART. 7 CITY'S RESPONSIBILITY**

The City shall be responsible for the ownership of lands, easements, or slope rights upon which the proposed work is to be constructed. The City shall not be responsible for lands used for storage of the Contractor's equipment. If the Contractor desires temporary use of other land during construction, he will secure written permission from the owner and shall file a duplicate copy of such permission with the City.

Federal, State, county and municipal permits required as a result of the construction activity within the delineated site shall be obtained by the City and associated fees shall be paid by the City. In addition, permits required for construction activities on railroad properties shall be obtained by the owner.

Exceptions to this section shall be a permit to use explosives for rock excavation and such other permits which by law are required to be obtained by the contractor.

The City shall make every reasonable effort to identify permits and fees and costs required as a result of the construction activity in effect 60 days prior to the receipt of construction bids. This responsibility may be delegated to the owner's engineer with adequate compensation for this service. The Engineer shall be held harmless from any penalty or action resulting from the failure to obtain a permit where every reasonable effort has been made by the Engineer to obtain such permits. Conditions made a part of any permit shall be imposed upon the contractor as described in the contract or bid documents. Additional costs associated with a permit resulting from the construction activity which is beyond that stipulated in the contract shall be the responsibility of the contractor.

Whenever necessary or appropriate the Contractor shall assist the City in the acquisition of permits.

The Department may intercede and assist in the resolution of any problems resulting from the acquisition of any permits.

The City shall be responsible for the preparation of all record drawings required for sewer lines. This responsibility may be delegated to the City's representative with adequate compensation for this service.

This responsibility shall not be delegated or transferred to the Contractor. The Contractor shall assist the City/Engineer, by providing record information, when requested, during the progress of the work.

The City shall be responsible to establish and confirm field controls prior to start of construction. The Contractor shall not be liable to check the accuracy of field controls (baseline and monuments) for sewer pipe installation. However, the Contractor's layout must be based on a minimum of two field control points. Whenever the Contractor detects an error in the field controls during pipe installation, the Contractor shall immediately notify the City and the City's engineer of such error with sufficient documentation. The Contractor shall be held responsible for all corrective measures and associated costs for failure to notify the owner of such error.

## **ART. 8 SUBCONTRACTORS**

The Contractor, prior to engaging any Subcontractor, shall furnish the Engineer, in writing, with the name and address of the Subcontractor; and the nature and extent of the work to be performed. A list of five completed similar projects by the Subcontractor and the name, address and phone number of the Engineer in-charge shall also be furnished. The Contractor shall not award any subcontract until the proposed Subcontractor has been approved by the Engineer and evidence has been presented to the Owner that the employees of the subcontractor are protected by compensation insurance. The Contractor shall require the Subcontractors to comply with any and all rules, regulations, laws, statutes and contract requirements set forth herein that apply to the Contractor.

The Contractor agrees that he is fully responsible to the City for acts or omissions of his Subcontractor and of persons either directly or indirectly employed by them.

The City reserves the right to require the Contractor to construct, with his own employees, not less than forty percent of the total value of the Contract; such percentage to be calculated on the basis of the original bid proposal.

Nothing contained in the Contract Documents, shall create any contractual relation between any Subcontractor and the City.

#### **ART. 9 SUPERINTENDENTS**

The Contractor shall keep on the work site at all times during its progress, a competent superintendent who shall be satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent and have full authority to act for the Contractor. Any directions so given shall be confirmed in writing by the Engineer upon written request of the Contractor.

The Contractor shall also furnish to the City the telephone numbers of his superintendent and assistants for any emergency arising outside the normal work day schedule as a result of the Contract. If such an emergency does arise, and the City cannot contact the Contractor or his agents, or the Contractor or his agent does not arrive on the job site within two hours of such notification, the City reserves the right to correct the situation. Any costs incurred by the City shall be reported, in writing, to the Contractor for immediate payment. No additional estimates for work under this Contract shall be paid to the Contractor until the City is in receipt of payment for such emergency work.

#### **ART. 10 PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection of all his work, the Owner's property and operations, existing utility facilities, and adjacent property from injury or loss arising in connection with this Contract. He shall be responsible for such damage, loss or injury except if caused by agents or employees of the Owner.

In the event of emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act to prevent such threatened loss of property without authorization by the Owner, and he shall act, without appeal, if instructed by the Owner. Any compensation due to the Contractor by reason of such action shall be determined by agreement prior to the submittal of the next monthly estimate.

In the event of a discharge of sewage to surface or ground, the Contractor shall be responsible for following all applicable Federal, State and local rules and regulations relative to reporting and clean-up operations.

The Contractor shall provide clear video tapes taken before and after construction of those areas where contemplated construction activities are in close proximity to the private and other properties within the easements duly existing or obtained.

The cost of taking, developing and furnishing copies of these video tapes shall be borne by the Contractor.

The before construction video tapes must be submitted to the Engineer for his review prior to commencement of the actual construction work.

#### **ART. 11 INSPECTION OF WORK**

The Owner shall have the right to inspect all materials and work performed during any phase of construction and the Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection. The Contractor shall notify the Engineer of any work requiring inspection 72 hours prior to commencing work. Unless otherwise authorized, work shall be done only in the presence of the Engineer or an authorized representative. Any work done without proper inspection will be subject to rejections and not approved for payment. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

No work shall be closed or covered until it has been duly inspected and approved. Should unapproved work be covered, the Contractor shall, if requested by the Engineer, uncover all work for inspection. The cost of uncovering the work and replacement shall be borne by the Contractor.

The cost of inspection shall be borne by the Owner during the normal work week. The wages and overhead for inspection services on Saturdays, Sundays, legal holidays, or on week days outside the hours of 8:00 A.M. to 4:30 P.M. inclusive shall be borne by the Contractor.

## **ART. 12 CHANGES IN THE WORK**

The Owner may order extra work or make changes by altering, adding or deducting from the work without invalidating the Contract. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, no extra work or change shall be made unless said order is written, except in an emergency endangering life and property. (See ART. 10) Prior to the execution of any written change order the value of such extra work shall be determined in writing in one of the following ways.

- (A) By estimate or acceptance in a lump sum.
- (B) By unit prices named in the Contract or subsequently agreed upon.
- (C) By cost and percentage or by cost and a fixed fee.

It is understood that the Owner reserves the right to have any extra work done by any person, persons, or corporation other than the Contractor if an agreement upon the prices to be paid for such extra work cannot be promptly reached between the Owner and the Contractor. The Contractor agrees to make no claim for damages or for any privileges or rights other than that provided in the Contract by reason of such work by others.

Any extra work done by the Contractor shall be included in the monthly estimates.

The Contractor is entitled to all identifiable direct job costs associated with Extra Work excluding subcontractor's costs. For Extra Work not in excess of \$ 10,000 the contractors may add up to 10 percent overhead factor to their identifiable direct job costs, but excluding the cost of any subcontracting, plus up to a 10 percent profit factor to their identifiable direct costs plus overhead amount.

As general policy, these overhead and profit factors may be accepted by the City as reasonable in lieu of requiring the submission of additional supporting data. However, the City must reserve its right to review any cost or profit element on a case-by-case basis, where the submission for overhead and profit is in excess of the 10 percent overhead and 10 percent profit indicated above.

Cost increase in subcontracted work may be similarly handled and the Contractor may add up to 10 percent to the total cost (including overhead and profit factors) incurred by the subcontractor. In such cases, the same reservations for rights shall apply.

For Extra Work in the amount of \$ 10,000 to \$ 100,000, the above factors may be included initially for equitable adjustments but will be subject to negotiation, cost and pricing data, and owner review requirements. Where the project is funded by Federal funds, it shall be governed by Federal regulations.

## ART. 13 TIME OF COMPLETION

The Work contemplated under this Contract shall be completed within **Three Hundred and Sixty-Five (365) calendar days** from notice to proceed. The Contractor shall commence the work not later than 20 calendar days after the execution of the Contract. The completion time shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this contract and all else necessary and incidental in connection with the performance of this Contract.

If the Contractor fails to complete the work within the specified time plus extensions, the Contractor shall be responsible to the Owner as liquidated damages for the sum of 1,500 dollars per day (Saturdays, Sundays, and legal holidays excepted) for every day thereafter until the completion and acceptance of work. Such liquidated damages shall not be considered as a penalty. The Owner shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

## ART. 14 MOBILIZATION

(a) Mobilization shall consist of the cost of initiating the contract. Payment for mobilization will be made at the lump sum price bid for this item in the proposal, which price shall include the cost of initiating the contract. The provisions for payment for the item mobilization supersede any provisions elsewhere in the specifications for including the costs of these initial services and facilities in the prices bid for the various items scheduled in the proposal. The lump sum price bid for mobilization shall be payable to the Contractor whenever he shall have completed 10 percent of the work of the contract. For the purposes of this item, 10 percent of the work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly certificates of the approximate quantities of work done, shall exceed 10 percent of the total price bid for the contract.

(b) The lump sum price bid for mobilization is limited to the following maximum amounts:

### Original Contract Amount (including Mobilization)

<b>From More Than</b>	<b>To and Including</b>	<b>Maximum Amount for Item of Mobilization</b>
\$0	\$100,000	\$3,000
100,000	500,000	15,000
500,000	1,000,000	30,000
1,000,000	2,000,000	60,000
2,000,000	3,000,000	90,000
3,000,000	4,000,000	120,000
4,000,000	5,000,000	125,000
5,000,000	6,000,000	150,000
6,000,000	7,000,000	175,000
7,000,000	10,000,000	200,000
10,000,000	--	2.5% of Amount Bid

## ART. 15 MONTHLY ESTIMATES AND PAYMENT SCHEDULE

(a) At least 20 days before each monthly progress payment falls due for approval (but not more often than once per month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. Upon receipt of an invoice from the Contractor with supporting

documentation as required, the Engineer shall prepare a monthly estimate for partial payment to the Contractor not later than the third day of each month. No later than the last day of the month, the Owner will attempt to make partial payment to the Contractor on the basis of the Engineer's estimate. All such payments shall be considered tentative only, subject to correction in any subsequent estimate, and need not be based on accurate measurement. These payments are to be made purely to allow the Contractor to meet his current bills and for no other purpose. The Owner will retain ten percent of the amount of each partial payment for contracts up to \$100,000 and two percent for contracts in excess of \$100,000, until the final payment.

In the preparation of the monthly estimates, no allowance will be made for materials until said materials have been incorporated in the work.

Where any specific item(s) in the partial payment estimate is in dispute, the Engineer may delete those costs from the estimate and approve the acceptable portion of the payment request. Payment requested for stored materials and/or equipment shall be subject to the following conditions being met or satisfied:

1. The materials and/or equipment shall be received in a condition satisfactory for incorporation in the work.
2. The materials and/or equipment shall be stored in such manner that they will not be damaged due to weather, construction operations or any other cause.
3. An invoice from the supplier shall be furnished for each item on which payment is requested.
4. The Contractor shall furnish written proof from the supplier of 90 percent payment for the materials and/or equipment no later than 30 days after receipt of payment for same from the City. The City shall have the right to deduct from the next payment estimate an amount equal to the payment for said material and/or equipment if reasonable and adequate proof is not submitted.

(b) The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to the City upon the receipt of such payment by the Contractor free and clear of all lien, claims, security interests or encumbrances (except 10 percent retention which may be withheld from suppliers and subcontractors to guarantee completion and performance). The Engineer will after receipt of each partial payment estimate either indicate in writing his approval of payment and present the partial payment estimate to the City, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The City shall review the partial payment estimate at its next regularly scheduled meeting and, if approved, payment shall be made available to the contractor within five days. The City shall retain not more than two percent of the amount of each payment claimed. In accordance with EPA regulations, prime contractors are also required to make prompt payment to subcontractors and suppliers for eligible construction, material, and equipment costs. Generally, payments of all valid subcontractor and supplier requests for payment should be satisfied prior to the next succeeding request for progress payment by the Contractor.

(c) When the work is substantially complete (Operational or Beneficial Occupancy), the withheld amount shall be further reduced below two percent but not less than twice the current market value of the work yet to be completed. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment shall be made in full including retained percentages, less authorized deductions. The Contractor or owner may request assistance and guidance from the Department on disputes regarding retainage. (d) "Substantial completion" as used in the context of this section shall mean satisfactory completion of major portions of the contract work, including inspection and testing, so that the facility may be turned over to the City for its intended use or occupancy. The

Engineer shall certify the date of substantial completion and that date shall establish the beginning date of the warranty/guarantee period unless a prior date has been established.

#### **ART. 16 WITHHOLDING OF PAYMENT**

The Owner may withhold payment for the following:

- (A) Defective work not corrected.
- (B) Claims filed or responsible evidence indicating probability of filing claims.
- (C) Failure of the Contractor to make proper payments to subcontractor or for material or labor.
- (D) Unpaid damages by the Contractor to subcontractors, the Owner or any other agency or person.
- (E) Failure of the Contractor to submit certified payroll records.

#### **ART. 17 FINAL ESTIMATE AND FINAL PAYMENT**

Upon completion of all work, except maintenance, the Engineer shall file with the Owner a final estimate stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor. Final payment will not be released until the maintenance bond or cash is submitted and approved by the Owner and the Contractor agrees to the final estimate and affixes his signature thereto. The Owner reserves the right to disregard claims for compensation submitted by the Contractor after the date of the final estimate. The date of final acceptance of the work shall be the date when the final payment is ordered paid by the Owner.

The acceptance of the final payment by the Contractor shall be and operate as a release for all things done or furnished in connection with this work and for every act of the Owner. This payment shall not operate to release the Contractor or his Sureties from any obligation under this Contract.

#### **ART. 18 MANDATORY BID ITEMS**

(a) This article establishes bid items which shall be included in unit price contracts for sewer pipe installation where applicable.

<b>Description</b>	<b>Unit of Measure</b>
1. Test Pits	Cubic Yard
2. Stone Foundation (bedding)	Cubic Yard
3. Select Material (below and above pipe grade)	Cubic Yard
4. Rock Excavation (including removal and disposal of boulders)	Cubic Yard
5. Wood Sheeting (install and remove where shown on plans)	Square Feet or 1000 Board Feet
6. Wood Sheeting (left in place where shown on plans)	Square Feet or 1000 Board Feet
7. Steel Sheeting (install and remove where shown on plans)	Square Feet or Tons
8. Steel Sheeting (left in place where shown on plans)	Square Feet or Tons
9. Permanent Pavement Gravel	Square Yard
10. Pavement	
i. Municipal	

1) Temporary which shall be removed (where applicable)	Square Yard
2) Base	Square Yard
3) Top	Square Yard
ii. County	
1) Temporary which shall be removed (where applicable)	Square Yard
2) Base	Square Yard
3) Top	Square Yard
iii. State	
1) Temporary which shall be removed (where applicable)	Square Yard
2) Base	Square Yard
3) Top	Square Yard
11. Testing	Linear Feet
12/ Concrete Cradle or Encasement (to be identified where applicable).	Cubic Yard

**ART. 19 REASONABLE MINIMUM UNIT PRICES**

(a) This article establishes reasonable minimum unit prices for indeterminate items, where applicable, for sewer pipe installation. Indeterminate items are those items which may be anticipated and for which quantities cannot be determined.

(b) The reasonable minimum unit prices are to be established by the City/engineer for the following items:

1. Stone Foundation;
2. Select Material;
3. Concrete Cradle or Encasement--Nonreinforced;
4. Concrete Cradle or Encasement--Reinforced;
5. Test Pits;
6. Rock Excavation;
7. Wood Sheeting (install and remove)--square feet or 1000 board feet;
8. Wood Sheeting (left in place)--square feet or 1000 board feet;
9. Steel Sheeting (install and remove)--square feet or tons;
10. Steel Sheeting (left in place)--square feet or tons.

**ART. 20 MAINTENANCE**

Before final payment is made, the Contractor shall furnish a Surety Corporation Maintenance Bond to the Owner in a sum equal to 15 percent of the final contract amount and such Bond shall remain in full force and effect for a period of two years from the date of acceptance of the work. The Bond shall provide that the Contractor guarantees to replace, during the two year period, any defective material or damage of the work to the satisfaction of the Engineer without cost to the Owner.

If during the two year period, any work should be found to be defective, the Owner shall order, in writing, the repair of such work. The repairs shall be undertaken within twenty four hours of the written notice and work shall be continuous, during regular working hours, until the replacement or repair is completed. If the Contractor fails to perform or fails to continue to perform the necessary repair the Owner may cause such work to be corrected and the cost thereof shall be paid by the Contractor or his Surety before the Bond will be released.

The Contractor is not obligated to repair any work that he may prove, to the satisfaction of the Engineer, has resulted from abuse of the work by parties other than the Contractor.

If the Owner puts to use any portion of the work prior to the final payment, the maintenance period for such portion of the work shall still be considered from the date of acceptance.

#### **ART. 21 DEFECTIVE WORK**

The Contractor, without compensation, shall promptly remove from the site, all materials condemned by the Engineer, and shall promptly replace and re-execute any work found to be defective by the Engineer prior to the final payment. The Contractor shall not be relieved of his obligation to remove unsuitable materials or correct defective work even though such work and materials have been previously inspected or estimated for monthly payment.

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within ten working days after written notice, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the amount to be paid to the Contractor. An itemized list of expenses incurred by the Owner shall be submitted to the Contractor with the next monthly payment.

The Contractor is responsible to correct all defective work regardless of whether payment has been made and/or accepted by the Engineer.

#### **ART. 22 CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions, be they drawings or otherwise, involve extra cost under this Contract, he shall give written notification to the Engineer within forty-eight hours after the receipt of such instructions. In any event, before proceeding to execute the work, the Contractor shall meet with the Engineer to afford the opportunity to modify the design or construction procedure, to establish the validity and the value of the claim as provided in ART. 12, Changes in the Work.

If the Contractor claims compensation for any alleged damages sustained by reason of acts of the Owner, or its agents, the Contractor shall immediately notify the Engineer so that a proper appraisal can be made. Within five days thereafter, the Contractor shall submit to the Engineer a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be valid or entitled to payment unless as hereinbefore specified.

Work under this contract shall not be terminated or delayed during any discussions or negotiations related to claims for extra cost.

#### **ART. 23 LINE AND GRADE**

Unless otherwise stated in the specifications, the Contractor shall stake out such lines and grades as necessary in order to perform the work. The Contractor shall transfer the line and grade far enough in advance of the immediate work area to detect any errors or omissions that may exist. It shall remain the Contractor's responsibility to detect and report such errors or omissions to the Engineer immediately.

#### **ART. 24 PUBLIC UTILITIES**

Special utility provisions as well as a list of all corporations, companies, agencies or municipalities owning or controlling the utilities in the vicinity of the project site is given in the Special Provisions section of this specification.

The Contractor shall contact in writing, all agencies which may have utilities located in the area of work prior to commencement of construction and a copy of such notification shall be forwarded to the Engineer. A meeting of all utility company officials with the Contractor and Engineer shall be arranged by the Engineer to eliminate any possible misunderstandings or confusion during construction.

Upon completion of the work, the Contractor shall obtain a written statement from the various utility companies stating that all manholes or valve boxes within any newly paved area under this contract are free of any foreign matter and can be readily opened.

## **ART. 25 CHATTEL MORTGAGES**

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

## **ART. 26 INSURANCES**

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Owner. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the Owner prior to commencement of work.

A) Policy and Limit Guidelines as follows:

- 1) Workers Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.
- 2) Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000	General Aggregate per location/per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

- a) Premises/Operations
- b) Independent Contractors
- c) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion.
- d) Broad form property damage liability including completed operations.
- e) Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavation is to be done.
- f) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.

- g) Products and completed operations for a period of two (2) years from substantial completion.
  - h) Limited Pollution Cleanup at a limit of \$100,000 for construction projects over \$500,000.
  - i) Environmental Liability at a limit of \$1,000,000.
- 3) Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
  - 4) Owners Protective Liability policy (OCP) with minimum limits of \$1 million. The policy "Named Insured" would be the municipality as Owner. The policy would also show the Contractor as "Designated Contractor". This policy will protect the Named Insured (the Owner) for the negligent acts of the Designated Contractor (Contractor).
  - 5) Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution. The OCP policy as required in Item #4 should be an underlying policy.

<u>Project Cost</u>	<u>Umbrella Limit</u>
\$50,000 And Below	\$1,000,000
Over \$50,000 to \$500,000	\$3,000,000
Over \$500,000 to \$1,000,000	\$5,000,000
Over \$1,000,000	\$10,000,000

B) Policy and Limit Guidelines as follows:

- 1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Owner shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change or cancellation unless 30 days prior written via certified mail/return receipt shall have been given to the Owner by the Contractor's Insurer. These must be received 30 days prior to commencement of work.
- 2) The Contractor agrees that it will defend, indemnify and save harmless the Owner, its officers, agents, employees and Engineer from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
- 3) The Contractor will defend, indemnify, and hold harmless the Owner and its Consultants against all claims related to disturbance or damage to properties or structures adjacent to the project site. Consultants shall mean: T&M Associates; as well as any other entity with which the Owner enters into a contract or subcontract for design and related services relating to the Work.
- 4) All insurance purchased and maintained by the Contractor shall designate the following as additional insureds: The Owner, their officers, officials, agents, employees, Engineers, and consultants, including, T&M Associates.

- 5) Except as modified by the Owner in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
- 6) The Owner shall maintain Property insurance upon the entire work at the site. The insurance shall insure against the perils as provided by its general insurance carrier and its excess insurer.
- 7) The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-Subcontractors agents and employees each of the other, and (2) the architect and separate Contractors, if any, and their Subcontractors, Sub-Subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to Paragraph 5 or any other property insurance applicable to the work except such rights as they may have to the proceeds or such insurance held by the Owner. The Owner or the Contractor, as appropriate, shall require the architect, separate Contractors, Subcontractors, and Sub-Subcontractors by appropriate agreements, written where legal required for validity, similar waivers, each in favor of all parties enumerated in the Subparagraph 6.
- 8) All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.
- 9) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Owner will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Owner. Standard exclusions will be allowed of any additional exclusions. This will be at the discretion of the Owner. Regardless of the allowance of exclusions or deductions by the Owner, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Owner is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is cancelled, terminated or modified so that the insurances do not meet the requirements of this subsection, the Owner may refuse to make payment of any further moneys due under this contract or refuse to make payment of moneys due or coming due under other contracts between the Contractor's insurance for the periods and amounts referred to above. Alternately, the Owner may default the Contractor and direct the surety to complete the project. During any period when the required insurance is not in effect, the Owner may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

## **ART. 27 WORK BY OTHERS**

The Owner reserves the right to do any work which may connect with, become part of or be adjacent to the work embraced in this contract, at any time, by contract or otherwise.

The Contractor shall not interfere in any way with such other contractor or person or persons which the Owner may employ and shall suspend such part, or all of his work, or shall prosecute the same in a manner, as may be ordered, to afford all reasonable facilities for doing such other work. Where the Contractor cannot agree as to who has precedence in any location, the decision shall rest with the Engineer, whose determination shall be final and conclusive. Any time lost, due to the work by others, shall not be just cause for additional compensation by the Contractor.

#### **ART. 28 RIGHT OF OWNER TO DECLARE CONTRACTOR IN DEFAULT**

The Owner has the right to declare the Contractor in default under the following circumstances:

- (A) If the Contractor fails to begin the work within the required time.
- (B) If the work to be done under this Contract is abandoned.
- (C) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (D) If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the Owner or Engineer with respect to the work.
- (E) If the Contractor, after notice from the Engineer, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.
- (F) If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
- (G) If the Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work within the prescribed period.
- (H) If the Contractor fails to make prompt payment to person supplying labor or materials for the work.
- (I) If the Contractor assigns or sublets the work otherwise than as specified.
- (J) If the Engineer is of the opinion, and certifies in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the orders of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.
- (K) Failure of the Contractor or Subcontractor to pay required wage rates.

The Owner shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.

The Owner may then enter upon and take possession of the work, or any part thereof, and by purchase of necessary materials and equipment, by and/or direct employment of labor complete the work; or the Owner may cause the work to be completed by other persons by contract without advertising; or the Owner may re-advertise and re-let the uncompleted portions of the work and all expenses or financial loss to the Owner by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due to Contractor under this Contract.

In case such expense shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the Owner.

Should such expense be less than the amount payable under this Contract, had the same been completed by the Contractor, he shall receive the difference after deducting the amount retained as herein before or hereinafter specified.

All the work undertaken by the Owner, by contract or otherwise, shall be certified by the Engineer as to the amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his sureties, successors, assigns or liens.

In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Owner shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the work.

#### **ART. 29 REMOVAL OF EQUIPMENT**

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies from the work. If such removal is not completed within five working days after written notification by the Owner, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

#### **ART. 30 CONTRACTOR'S RIGHT TO TERMINATE WORK**

If the work shall be stopped by order of the court or any other public authority for a period of three months without act or fault of the Contractor or of any of his agents, servants, employees, or subcontractors, the Contractor may, upon ten days' notice to the Owner, discontinue 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 hereinbefore except that the Contractor shall not be obliged to pay to the Owner an excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor.

#### **ART. 31 SUSPENSION OF WORK**

The Owner, on account of public necessity, adverse weather conditions, or other reasons, may order all or any part of the work suspended, and thereupon, the Contractor shall neatly pile up all materials, provide and maintain walks and crossings and take other means to properly protect the work. In case of stoppage of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor in such manner, but the Contractor shall be entitled to no claims for damages. Under no circumstances shall the materials be used which have been affected by the weather.

#### **ART. 32 POWERS OF THE ENGINEER**

The Engineer or its designee shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract. The Engineer or its designee shall determine in all cases the quantity, quality, and acceptability of the several kinds of work and materials and shall determine all questions in relation to the work and construction thereof.

In case there is any inconsistency or ambiguity in the Contract Documents brought to his attention by the Contractor, the Engineer shall base his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid. The Engineer shall decide any difference or conflicts which may arise between the Contractor and other contractors of the Owner in regard to their work.

Should the Contractor take exception to any determination made by the Engineer relating to this Contract, the Contractor shall within ten calendar days after receiving notification of such decision, file with the Owner a written notice appeal together with a full statement of facts as he believes them to be true. A copy of said notice and statement of facts shall be furnished to the Engineer.

## **ART. 33 DISPUTES**

In accordance with N.J.S.A. 40A:11-50 (PL 1997 c371) no disputes, as defined in the said statute shall be submitted to a Court for adjudication unless the dispute has first been submitted to non-binding mediation. This provision shall not apply to disputes concerning the bid solicitation or award process, or to the formation or subcontracts to be entered into pursuant to PL 1971 c198 (C40A:11-1 et seq.) nor shall this provision prevent the contracting unit from seeking injunctive or declaratory relief in Court at anytime.

## **ART. 34 UNAUTHORIZED WORK**

Work done without lines and grade being given, work done beyond the lines and grades shown on the drawings or as given, or any extra work done without a written authorization will be considered unauthorized. Such work will be at the expense of the Contractor and will not be paid for by the Owner. Work so done, may be ordered removed and/or replaced by the Engineer at the Contractor's expense.

## **ART. 35 MAINTENANCE OF TRAFFIC**

The Contractor shall provide for and maintain local vehicular traffic as required by the Contract Documents. The bidder shall include in the various items scheduled in the Proposal, all costs of Traffic Control Services required by the Contractor's operations in the performance of his obligations under the Contract.

At no time shall the Contractor close off any street by barricading or other methods without the prior consent of the City. If and when it becomes necessary to close the street to the normal flow of traffic, the Contractor shall notify the Police Department, Fire Department and the Engineer, and shall at all times provide ingress and egress for emergency services as provided by the aforesaid departments.

Detour routes, if approved by the Engineer, must be adequately and fully marked by the Contractor for the entire length of the detour.

In addition to these services, the services of Uniformed Law Enforcement Officers (Police Traffic Directors) will be required on this project.

Police Traffic Directors shall be assigned if specifically shown on any Maintenance and Protection of Traffic plans, or, if a Traffic Control Plan (TCP) is required, as shown on the approved TCP or as determined by the City or by the person designated by the City to determine when Police Traffic Directors will be required.

Police Traffic Directors may be assigned by the City using these criteria:

1. On any roadway with a posted speed limit of 30 MPH or greater.
  2. For any road or utility work within 100 feet of an intersection.
  3. For any road or utility work that will require road closure.
  4. Or as deemed necessary by the Traffic Commander.
2. Police Traffic Directors may be assigned during these operations:
1. Paving, resurfacing, or replacement.
  2. Utility work (which shall include, but not be limited to: water, gas, sewer, utility pole replacement).

3. Any activity or circumstance that shall affect vehicular operations on public roadways as deemed necessary by the Traffic Commander.

After the bid is awarded, The City shall provide the Contractor with a good faith estimate of the total cost of police traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the City or any other public entity affected by the project, above and beyond the provisions for traffic control personnel, vehicles, equipment, and administrative costs proposed by the Contractor in the bid. Arrangements will then be made between the Contractor and the City for the Contractor to provide for the compensation of Police Traffic Directors as required by the City per said estimate.

The City has designated the following individual(s) as the person(s) responsible for determining when and where Uniformed Law Enforcement Officers (Police Traffic Directors) shall be required:

Name: TBD  
Address: TBD  
Telephone: TBD

The cost of Uniformed Law Enforcement Officers (Police Traffic Directors) is TBD/hr.

#### **ART. 36 EROSION AND SEDIMENTATION CONTROL**

The Contractor shall schedule and conduct the work exercising such precautions as necessary to prevent and/or reasonably minimize the pollution or contamination of stream and other waters with sediment or other harmful materials. Wherever construction exposes work which is subject to erosion, the extent of such exposures in advance of subsequent construction shall be subject to the approval of the Engineer. Every effort shall be made to prevent and correct problems associated with erosion and sedimentation which could occur during and after project construction. At a minimum, the following erosion and sedimentation control measures shall be followed:

All erosion and sedimentation control measures shall be in place prior to any grading operations or construction of proposed facilities and shall be maintained until construction is complete and the construction area is stabilized. After restoration is complete, temporary control measures shall be removed and disposed of properly.

All erosion and sedimentation control measures shall be constructed and maintained in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey," prepared by the New Jersey State Soil Conservation Committee," 1999, incorporated herein by reference, as amended and supplemented. Copies of the "Standards for Soil Erosion and Sediment Control in New Jersey" are available for a fee from the New Jersey Department of Agriculture, Soil Conservation Committee, or from the office of any of the 16 local conservation districts.

Construction of drainage facilities as well as performance of other contract work which will contribute to the control of siltation shall be carried out in conjunction with earthwork operations, including borrow pit operations, or as soon thereafter as is practicable.

During construction, the Contractor shall shape the top of earthwork so as to effect the drainage of rainwater and to prevent the flow of runoff over the slopes except at locations selected or approved by the Engineer. If and where the Engineer so directs, temporary slope drains shall be constructed to carry the runoff.

The erosion control measures described herein shall be continued until the grass on seeded slopes is sufficiently established to be an effective erosion deterrent.

Unless otherwise approved in writing by the Engineer, construction operations in rivers, streams and impoundments should be restricted to those areas where channel changes are shown on the plans and to those areas which must be entered for the construction of temporary or permanent structures. Rivers, streams and impoundments shall be promptly cleared of all falsework, piling, debris, or other obstructions placed therein or caused by the construction operations.

Excavation from the roadway, channel changes, cofferdams, etc., shall not be deposited in or so near to rivers, streams or impoundments so that it will be washed away by high water or runoff.

Disturbed areas that will be exposed in excess of 10 days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover.

Each 5,000 square feet of cut face of earth excavation and/or fill for roadway slopes will be treated to establish a temporary vegetative cover as described in the "Standards for Soil Erosion and Sedimentation Control in New Jersey" immediately after the completion of excavation and/or embankment operations in the same area. All work must also be in accordance with the local Soil Conservation District. The Contractor shall notify the District in writing at least 48 hours in advance of any land disturbance activity.

No separate payment will be made to the Contractor for measures provided for erosion and sedimentation control, and the cost of which will be included in the bid price of various items in the Proposal.

#### **ART. 37 CLOSING WORK AREAS TO PUBLIC USE**

Prior to beginning construction, the Contractor will prepare and distribute to all property owners and tenants affected by the project a letter outlining the proposed improvements and anticipated duration of each phase of construction. This letter will be reviewed and approved by the Engineer prior to distribution and will be distributed by the Contractor not less than seven (7) days prior to beginning of Work or within such other time as the Engineer may direct.

If there is a delay in driveway repair work, the Contractor must reschedule and provide additional notice to property owners. Verbal notice will be acceptable if the delay is within twenty-four (24) hours of the original schedule, otherwise provide additional written notice at least forty-eight (48) hours prior to actual closure.

The Contractor shall schedule operations to provide the following as a minimum:

- Driveway closures may not exceed more than three (3) full calendar days. Driveways must be open for use with temporary pavements complete by the fourth full calendar day after initial closure.
- Permanent base courses or temporary pavements acceptable to the Engineer must be complete by the fifth full calendar day after disturbance of any existing roadway or driveway pavement.
- Backfilling to topsoil subgrade of all new curb and sidewalk restoration areas must be complete by the fourth full calendar day after concrete placement.

#### **ART. 38 SITE/ACCESS CLEARING**

Site and access clearing must be confined to approved construction areas. Protection of existing vegetation must be practiced wherever possible. At a minimum, site access and clearing measures shall conform to the following:

1. Temporary and permanent easement widths must be reduced to the minimum feasible for the proposed construction. Unless specifically approved by the Department, permanent access roads must not be more than eight feet wide, and there shall be no permanent access roads in environmentally critical areas. Access roads may be paved only where absolutely necessary, as determined by the Department.
2. Only those portions of the site which are absolutely necessary and essential for construction shall be cleared. Whenever possible, excavation shall include the removal and storage of topsoil from the site for future use. The length of time of ground disturbance shall be reduced to the minimum practicable, especially in environmentally critical areas. Ground disturbance shall be avoided until immediately preceding construction to minimize exposure of soils.
3. Trees and shrubs within construction easements, which are not required to be removed to permit construction, shall be protected to the drip line with appropriate protection measures such as snow fencing or batter boards. Trees and shrubs whose removal is necessary to facilitate construction shall either be replanted at the same location or replaced with nursery stock of the same kind. Trees of greater than 12 inches in diameter should be preserved whenever possible by implementing slight shifts in alignment or tunneling under tree roots. Specimen trees, as identified in "New Jersey's Big Trees" (1998) published by the Department's Division of Parks and Forestry listing specimen trees in the State, shall be preserved.
4. In heavily wooded areas, every effort shall be made to avoid the destruction of common native trees and shrubs so as not to unduly disturb the ecological balance or environmental quality of the area. Trees of 12 inch diameter or greater should be preserved whenever possible and protected to the drip line. Where practical, common native trees and shrubs, of one through three-inch caliper, which must be cleared from the construction area, shall be stockpiled for use in restoration. Straggling roots shall be pruned. Trees which must be pruned to facilitate construction shall be cut cleanly and painted with tree paint. If a tree not intended to be removed is damaged, the wood shall be repaired according to common nursery practice and painted with tree paint.

## **ART. 39 RESTORATION**

The aim of restoration is to restore the disturbed area to a condition as detailed in the design documents. At a minimum, restoration measures shall conform to the following:

1. Final restoration shall be undertaken as soon as an area is no longer needed for construction, stockpiling or access. Excavated material unsuitable for backfill as set forth at N.J.A.C. 7:14-2.13, and the project details/specifications, and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the construction site and disposed of at a facility approved and licensed by the Department, and approved by the City and LSRP. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded or removed in accordance with N.J.A.C. 7:22-10.11(l)3.
2. Topsoil shall be replaced as detailed in the project specifications with adequate amounts of topsoil material. The material must be NJDEP defined clean fill.
3. Rates and types of fertilization, liming, and seeding shall be as recommended by the local Soil Conservation District based on soil tests and local conditions. Seed mixtures shall be selected that are best suited for the particular site conditions. Seed selection shall provide for a quickly germinating initial growth, to prevent erosion, and for a secondary growth that will survive without continuing maintenance. Mulching shall occur immediately after seeding and in no case shall more than five days elapse between seeding and mulching.

4. In landscaped areas, environmental features shall be replaced or restored per the project specifications.
5. Before final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish; shall leave the ground and adjacent property in a neat and satisfactory condition; and shall clean all new and existing storm water drains within and adjacent to the work which have been obstructed by the Contractor.

#### **ART. 40 PROHIBITED CONSTRUCTION PROCEDURES**

Prohibited construction procedures include, but are not limited to, the following:

1. Dumping of spoil material into any stream corridor, any wetlands, any vernal habitats, any surface waters, any sites listed or eligible for listing on the New Jersey or National Registers of Historic Places, or at unspecified locations;
2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, wetlands, vernal habitats or surface waters;
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, stream corridors, wetlands, or vernal habitats;
4. Damaging vegetation adjacent to or outside of the access road or the right-of-way;
5. Disposal of trees, brush and other debris in any stream corridors, wetlands, vernal habitats, surface waters, or at unspecified locations;
6. Permanent or unspecified alteration of the flow line of any stream.
7. Open burning of project debris.
8. Use of calcium chloride, petroleum products or other chemicals for dust control; and
9. Use of asphaltic mulch binders; and
10. Any unpermitted discharge of sewage.

#### **ART. 41 WETLANDS**

Construction in wetlands shall conform to requirements of the New Jersey Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et. seq., and N.J.A.C. 7:7A.

#### **ART. 42 STREAM CROSSINGS**

Stream crossings shall conform to the requirements of the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 et. seq., and N.J.A.C. 7:13.

#### **ART. 43 STEEP SLOPES**

Slopes exceeding 15 percent require special treatment. Measures such as water diversion berms, sodding, or the use of jute or excelsior blankets shall be used as appropriate. Hay bales shall be placed at the base of the slope prior to ground disturbance. Steep slopes that have been disturbed, if not sodded, shall be seeded and mulched immediately after construction is complete. Slope boards or other measures necessary to prevent slumping of the disturbed slope shall be incorporated, where appropriate.

#### **ART. 44 ACID PRODUCING SOILS**

If there is a possibility of encountering acid-producing deposits in the course of construction, as identified during the planning process, the following special requirements and conditions will apply:

1. In vegetated areas, the top two feet of soil shall be stripped and stockpiled separately from the material to be excavated. A soil specialist, to be provided by the project sponsor, shall monitor the stripping operation. If any acid-producing deposits are identified, this material and any contaminated soil shall be disposed of on the same day. The presence of acid-producing deposits is detected by the use of the following tests:
  - i. Determining the pH of the soil when suspended in 0.5 Molar calcium chloride solution (of neutral pH). A pH value below 3.0 indicates presence of ferrous sulfate and presence of acid-producing deposits is strongly suspected.
  - ii. Test for sulfate by adding a drop of 10 percent barium chloride solution to a water extract of the material. If voluminous flocks of barium sulfate form immediately the presence of acid-producing deposits is strongly suspected.
2. The disposal site shall be approved by the Department. Any soil of this type disposed of shall be covered with a minimum of two feet of cover to prevent rapid oxidation and subsequent acid formation.
3. In both vegetated and paved areas, when acid-producing deposits are encountered, as determined by the soil specialist, excavated trench material shall be returned to the trench as follows:
  - i. Lower material first, followed by upper material.
  - ii. The top one to two inches of soil on which the deeper soil was stockpiled shall be scraped and placed below a depth of two feet.
  - iii. For pipeline construction, the quantity of material to be displaced by bedding and pipe, as well as soil scraped from the stockpile area, shall be subtracted from the deeper, excavated material and this quantity of deeper material removed to an approved disposal site and covered as described in the "Restoration Measures."
  - iv. After backfilling the deeper soil, one ton of limestone per 2,000 square feet shall be spread over the deeper soil in the trench. This liming requirement is applicable in areas of well drained, non-saturated soils, as determined by the soil specialist.
  - v. In vegetated areas, the top two feet of soil, stockpiled for this purpose, shall then be replaced. If the top two feet of soil was also contaminated, clean backfill material similar to the native topsoil shall be used in place of the contaminated material.
4. The excavated acid-producing deposits shall not be exposed for a period longer than eight hours. When acid-producing deposits are encountered, the trench opened in any construction day shall be backfilled and the areas cleaned up by the close of the day. Where this is impracticable, such as in the construction of pumping stations and treatment plants, exposed acid-producing deposits shall be covered with limestone screenings at a rate of 100 tons per acre and then covered with six inches of compacted soil within one week of exposure or before the exposed soil drops to pH 3, whichever occurs first. The pH shall be monitored daily under this procedure.
5. Temporary restoration of vegetated areas shall consist of mulching and shall be put in place at the end of each day's construction. Permanent restoration of the area shall begin as soon as construction is complete and after the results of incubation tests, where necessary, are available.
6. Prior to restoring vegetated areas, the soil specialist shall perform pH tests on the in-situ soil after the construction is completed. If the pH is below 4, intensive liming shall be required in order to make the soil suitable for plant survival.

7. Lime requirement tests shall be performed by the soil specialist to determine the lime application rates. This will require an incubation test in which the sample is oxidized for a period of six weeks, as follows.
  - i. The sample shall be air dried and ground so that the whole sample passes a 0.5-millimeter sieve.
  - ii. The lime requirement to reach pH 6.5 shall be determined initially and again at two-week intervals for six weeks, using standard soil testing techniques.
  - iii. The total lime requirement determined by this method can be extrapolated to the area under consideration.
8. At a minimum of 30 tons of limestone per acre or the amount of lime required according to the incubation test result shall be applied prior to seeding and planting where the pH is less than 4. Where the pH is greater than 4, liming and fertilizing requirements set out in the planting and environmental specifications shall apply.
9. The spreading and mixing of the subsoil and any topsoil contaminated with acid-producing deposits around the site and beyond the site is prohibited. Areas used for stockpiling acid-producing deposits shall be minimized. Equipment used for excavation and backfilling shall be cleaned, to the extent practicable, at the end of each day's operation and the soil removed shall be placed in the trench below a depth of two feet. No construction shall take place during significant rainstorms or while the area is saturated to avoid smearing or spreading of the acid-producing deposits over the area.

#### **ART. 45 DEWATERING**

When dewatering will occur and a dewatering permit is not required, the Contractor shall monitor for adverse effects to structures or wells due to dewatering and shall be responsible to remedy same to the satisfaction of the Department, and Licensed Site Remediation Professional (LSRP) retained by the Responsible Party for the designated site/property. Discharges from dewatering activities which contain silt are subject to the following controls:

1. All discharges from dewatering activities shall be free of sediment. No discharges shall be completed to surface waters, wetlands, vernal habitats, or storm sewers without the contractor obtaining the appropriate federal, state or local permits. Care shall be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. If discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge. A sedimentation basin shall be constructed and used as specified, where necessary, to protect vegetation and to achieve environmental objectives.
2. Sewer inlets within construction areas shall be provided with perimeter hay bales or other appropriate siltation control measures.

#### **ART. 46 STOCKPILE, STORAGE, AND DISPOSAL**

Requirements with regard to the location and control of stockpile, storage and disposal areas, whether provided by the City or the Contractor, must conform to the following:

1. Only environmentally suitable stockpile sites may be used for the purposes of staging or storing materials, equipment and suitable trench backfill material. Environmentally suitable sites must be level, and devoid of mature stands of natural vegetation. Drainage facilities and features, wetlands, vernal habitats, and stream corridors are not environmentally suitable sites.

2. The boundary of the stockpile area shall be clearly marked by hay bales, silt fencing or another appropriate method. Where fill is to be stored in excess of 10 days, or if weather conditions are identified by the City or LSRP as being unfavorable so as dust may be created (e.g. windy, dry), a suitable means of protecting excavated material from wind and water erosion shall be employed. Erosion control methods may include one or more of the following: tarp, mulching, sprinkling, silt fencing, haybaling and stone covering.
3. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded on-site only to the extent needed to achieve pre-construction grade, unless otherwise specifically approved by the Department and the LSRP. The project sponsor shall ensure that the contractor removes the remainder from the site and disposes of it at a site approved by the project sponsor in accordance with the following:
  - i. Disposal sites selected by the Contractor shall be evaluated and approved by the City and the LSRP prior to their use. Disposal sites may also be selected by the City. The City shall conduct periodic inspection of disposal sites to ensure compliance with the requirements of this subsection during the off-site disposal operation.
  - ii. The disposal of excess excavated material in wetlands, vernal habitats, stream corridors and floodplains is strictly prohibited, even if the permission of the property owner is obtained. The Contractor shall be responsible to remove any fill improperly placed by the Contractor at the Contractor's expense and restore the area impacted.
  - iii. If excess excavated material is placed on private property, a hold harmless release in favor of the project sponsor and the Department shall be obtained from the property owner. Prior approval by the City and the LSRP is required for any off site material disposal locations/facilities.
  - iv. Prior to approval of a site for excess excavated material disposal, the City shall ensure that the Contractor or property owner has obtained, the appropriate certification of the soil erosion and sediment control plan in accordance with the State's standards for soil conservation (N.J.S.A. 4:24-1 et seq., also referred to as Chapter 251), as well as appropriate federal, state and/or local permits for the proposed use/treatment of the materials.

#### **ART. 47 DUST**

In order to control dust, as often as required during each working day, and particularly prior to the conclusion of each working day areas under immediate construction (including access roads and other areas affected thereby) shall be swept and wet down with water sufficiently to lay dust. In addition, these areas shall be wet down during non-working hours (including weekends) as often as required to keep the dust under control. The use of calcium chloride or petroleum products or other chemicals for dust control is prohibited.

#### **ART. 48 NOISE**

In order to limit noise impacts in the vicinity of sensitive receptors, construction operations and activities shall be limited as follows: Monday through Friday between the hours of 7:00 A.M. and 6:00 P.M. unless variances to these times are granted in times of emergency. No driving, pulling, or other operations entailing the use of vibratory hammers or compactors shall be

permitted, other than between the hours of 8:00 A.M. and 5:00 P.M. The number of machines in operation at a given time shall be limited to the minimum practicable. All engine generators or pumps must have mufflers and be enclosed within a temporary structure.

All construction under this project shall be compliant with the City's noise control ordinance, Hoboken Code Chapter 133, and, specifically the time constraints required by Hoboken Code Section 133-9(c).

#### **ART. 49 CULTURAL RESOURCES**

1. If a cultural resource is encountered during the course of construction, the Contractor is directed to halt all construction activities in that area. The Contractor shall immediately contact the City who shall contact the Department. The Department will determine and require initiation of the appropriate actions in conformance with N.J.A.C. 7:22-10.8.
2. The Contractor shall not dispose of excess excavated material at, stockpile construction materials at, or obtain borrow material from, properties which are listed or eligible for listing on the New Jersey or National Registers of Historic Places.

When the Owner is contacted by the Contractor in accordance with the above provisions, the Owner must immediately contact NJDEP-Municipal finance and Construction-Technical Services at (609) 292-8961 or (609) 633-1170. The Office of Technical Services will determine the appropriate actions, in accordance with NJAC 7:22-10, and federal Advisory Council on Historic Preservation procedures.

#### **ART. 50 LIENS**

The Contractor agrees that he will furnish the City with satisfactory evidence that all persons who have done work or furnished materials under this agreement and are entitled to a lien, therefore, have been fully paid off and are no longer entitled to such lien. The Owner may withhold payment in the event claims are filed or it has reasonable evidence indicating the probability of claims being filed.

#### **ART. 51 PHOTOGRAPHS**

The City shall obtain photographs of existing conditions prior to the start of site and access clearing and construction. At a minimum, one 8 inch by 10-inch color glossy print photograph shall be obtained for each 100 feet of the construction area. Special attention shall be given to environmentally critical areas and areas outside of the public right-of-way. Photographs shall be labeled by station so that upon completion of the construction, or during construction if necessary, subsequent photographs can be taken from the same control points. The project sponsor shall file copies of the above photographs with the Department. As a supplement to the required photographs, video documentation may be submitted to the Department, as is encouraged as a way of documenting site conditions.

#### **ART. 52 ENVIRONMENTAL INSPECTORS**

The City will employ one, or more if warranted by the scope of the project, environmental inspector(s) to ensure that the requirements of the specifications relating to environmental and cultural resource protection and restoration are effectively carried out. Individuals designated as environmental inspectors by the City must possess, at a minimum, the education/experience qualifications of an Environmental Specialist employed with the Department. The Department will also conduct environmental inspections to oversee the conduct of the protection/restoration measures. Responsibilities of the project sponsor's environmental inspectors(s) include the following.

1. Daily inspections of active work areas and periodic inspection of maintenance or restoration areas sufficient to ensure performance of protection measures in accordance with contract documents.
2. The maintenance of a daily job diary in which they shall record the progress of the work and of any problems encountered. The environmental inspectors shall notify the contractor in writing immediately upon noticing that environmental specifications are not being met.
3. At frequent intervals during construction, the recipient, the resident engineer, the environmental inspectors and the Department inspectors shall meet to review progress and to resolve difficulties that might result in unnecessary delays in the work. The Department shall notify the recipient if deficiencies are not immediately corrected. The recipient shall then direct compliance with the environmental requirements.

#### **ART. 53 PROJECT INSPECTORS**

The Contractor, at his expense, and at a rate determined by the City, hire an inspector or inspectors who shall report to the Engineer and be qualified to make determinations as to the progress of the project in accordance with the Contract Documents and Schedule. Project inspectors shall be subject to approval by the Engineer, and will be required to be on site for a number of hours per week as determined by the Engineer.

#### **ART. 54 COMPLIANCE WITH LABOR STATUTES AND RULES**

The Contractor agrees to comply with all the laws of the State of New Jersey regarding labor and compensation with all labor statutes, rules, regulations, and ordinances applicable and having the force of the law. The Contractor in matters of non-discrimination agrees that:

- (A) In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason or race, creed, color, national origin, or ancestry, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- (B) No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employees engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such Contract on account of race, creed, color, national origin, or ancestry.
- (C) There may be deducted from the amount payable to the Contractor by the contracting public agency, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provision of the Contract.
- (D) This Contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice of the Contractor from the contracting public agency of any prior violation of the section of the Contract.
- (E) The Contractor agrees to comply with all State statutes, rules and regulations dealing with minimum wage rates and failure to do so shall subject the Contractor to forfeiture of the contract or other penalties imposed by law.
- (F) Contractors are responsible for subcontractor compliance.
- (G) The Contractor shall instruct his personnel to follow all safety regulations of the Occupational Safety and Health Administration (OSHA) and officials of the State of New Jersey Department of Labor and Industry. The Contractor is forewarned that the regulatory agencies could impose a work stoppage if their representatives inspect the

Contract work and discover that safety precautions mandated by the agencies have been violated.

- (H) In the case of projects with contracts exceeding \$50,000 that are part of the project, the Contractor shall have an Affirmative Action Plan. The form AA-201B and/or others as it may be required by the Affirmative Action Office shall be completed by the Contractor and furnished to the Owner and the Affirmative Action Office no later than three (3) days after the Contractor signs the Contract.
- (I) By entering into this agreement, the Contractor and any subcontractors certify that they shall comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A 10:5-1 et seq.) and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27.

#### **ART. 55 AMERICAN GOODS AND PRODUCTS**

The Contractor shall comply with any and all "Buy American" requirements of Federal and State law, including N.J.S.A. 40A:11-18. Only manufactured and farm products of the United States, wherever available for reasonable expense, shall be used by the Contractor in the fulfillment of his obligations under this agreement.

#### **ART. 56 EQUIPMENT**

All microprocessor based equipment on this project shall be date-sensitive, date-compliant and Year 2000 compliant.

#### **ART. 57 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The Contractor shall comply with the requirements of the Public Works Contractor and Registration Act for the State of New Jersey known as the P.L. 1999.c238 (NJSA 34:11-56.48) if applicable. In accordance with the requirements of this Act, the Contractor shall submit with the bid the necessary registration. Failure to provide demonstrable proof of Public Works Contractor Registration, where required, shall be considered a non-waivable defect resulting in rejection of the bid proposal.

#### **ART. 58 PREVAILING WAGES**

The Contractor shall comply with all provisions of prevailing wage rates as determined by the New Jersey Department of Labor, and the United States Department of Labor. Between the Federal and State prevailing wage rate, the higher shall be paid. See Appendix C for current prevailing wage rates.

#### **ART. 59 PARTIES TO THIS CONTRACT**

This Contract or subcontract is expected to be funded in part with funds from the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. Neither the State of New Jersey, the New Jersey Environmental Infrastructure Trust, nor any of their departments, agencies or employees is, or will be, a party to this Contract or subcontract or any lower tier contract or subcontract. This contract or subcontract is subject to the provisions of N.J.A.C. 7:22-3, 4, 5, 9 and 10.

The Contractor shall insert the above paragraph into any lower tier contracts or subcontracts subsisting between the Contractor and any other entity for services stipulated in this agreement or necessary to the completion of such services.

## **ART. 60 AWARD OF CONTRACTS TO SOCIALLY OR ECONOMICALLY DISADVANTAGED CONTRACTORS**

In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-3.17(a)24 and 4.17(a)2, the Contractor (subcontractor) shall comply with all the provisions of N.J.A.C. 7:22-9.

The Contractor shall insert the above paragraph into any lower tier contracts or subcontracts subsisting between the Contractor and any other entity for services stipulated in this agreement or necessary to the completion of such services.

## **ART. 61 UNDERWRITING OF SURETY BONDS**

All applicable surety bonds required in connection with this Contract or any subcontracts arising thereof shall be written by a surety company listed in the Federal Treasury List (Department Circular 570-Surety Companies Acceptable on Federal Bonds).

For a list of such companies, refer to the Treasury Department's website at [http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm).

## **ART. 62 PROJECT IDENTIFICATION SIGN**

A project identification sign, at least eight feet long and four feet high, bearing the emblem of the Department shall be displayed in a location at each publicly visible project site and location. The sign shall identify the project, State loan support, and other information as required by the Department in accordance with the attached schematic (see Appendix A). Payment for materials and all labor and equipment necessary for installation shall be made under the item for "Mobilization."

## **ART. 63 PERSONS DEBARRED FROM DEPARTMENT OF ENVIRONMENTAL PROTECTION WORK**

By entering into this agreement, the Contractor certifies that he has not and shall not enter into any contract with, nor has any subcontract been or shall be awarded to, any person debarred, suspended, or disqualified from Department contracting pursuant to N.J.A.C. 7:1D-2 for any services within the scope of project work.

## **ART. 64 SMALL BUSINESS ACT PROVISIONS**

Inasmuch as possible, no less than ten percent of the total amount of all contracts and subcontracts for buildings, materials or services (including planning, design, and building related services) arising from this agreement shall be awarded to small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Small Business Act (15 U.S.C. 637(a) and 637(d)) and any regulations promulgated pursuant thereto. This article shall not be interpreted to relieve parties to this contract of any obligations arising out of local government Minority Business Enterprise/Women's Business Enterprise goals, and such local goals as are higher than State goals shall take precedence.

## **ART. 65 ACCESS FOR DEPARTMENT PERSONNEL**

The City of Hoboken and the Contractor shall provide to Department personnel and any authorized representative access to the facilities, premises and records related to the project.

## **ART. 66 GROUNDS FOR DEBARMENT**

By entering into this agreement, the Contractor recognizes that he may be debarred, suspended or disqualified from contracting on any project financially assisted by the State or the Department if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

## **ART. 67 LOCAL PUBLIC CONTRACTS LAW**

The City of Hoboken units shall comply with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) or other applicable procurement method authorized by State law.

## **ART. 68 ASPHALT AND FUEL PRICE ADJUSTMENT PROCEDURES**

Any bid specification prepared pursuant to this Agreement that includes the use of 1,000 or more tons of hot mix asphalt, shall include a pay item for any asphalt price adjustment reflecting changes in the cost of asphalt cement. Any bid specification prepared pursuant to this Agreement that includes the use of less than 1,000 tons of hot mix asphalt, shall include a pay item for an asphalt price adjustment for any quantity of hot mix asphalt exceeding 1,000 tons that maybe used in the work in the event that performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt.

The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as revised by the "Standard Inputs" periodically issued by the department. All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's Asphalt Price Index, the Basic Asphalt Price Index.

e. (1) Every bid specification prepared pursuant to this section may be eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract times the fuel usage factors as determined by the Department of Transportation. The types of fuel furnished shall be at the option of the contractor.

(2) The fuel requirement for items not determined by the Department of Transportation to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the exact same nomenclature, similar pay items shall be combined and this combination must require 500 gallons or more of fuel to be eligible for the fuel price adjustment.

(3) Fuel price adjustments shall 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.

f. As used in subsections d. and e. of this section:

"Asphalt Price Index" means the Asphalt Price Index as determined and published by the New Jersey Department of Transportation.

"Basic Asphalt Price Index" means the Basic Asphalt Price Index as published by the New Jersey Department of Transportation in its "Standard Specifications for Road and Bridge Construction," as revised by the "Standard Inputs" periodically issued by the New Jersey Department of Transportation.

"Fuel Price Index" means the Fuel Price Index as determined and published by the New Jersey Department of Transportation.

"Pay Item" means a specifically described item of work for which the bidder provides a per unit or lump sum price in a bid specification as determined and published by the New Jersey Department of Transportation.

## **ART. 69 BRAND NAME OR EQUIVALENT**

Neither the City, nor the Contractor, nor any Subcontractors shall require, with regard to any contract or subcontract arising from this Agreement, the furnishing of any "brand name," but may in all cases require "brand name or equivalent," except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased by stipulating the proprietary goods or services in the bid specification in any case in which the resolution authorizing the contract so indicates, and the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded.

## **ART. 70 ENVIRONMENTAL MAINTENANCE BOND**

The project sponsor shall require that the contractor supply an environmental maintenance bond in the amount of \$25,000 or 50 percent of the price bid for the materials needed to fulfill the environmental specifications, whichever is greater. The environmental maintenance bond shall provide that the contractor shall remedy, without cost, any defects which result from faulty workmanship, or from failure to comply with the specifications. The Environmental Maintenance Bond shall be dated as of, and is to continue in effect for a period of one (1) year from the date of completion, approval, and acceptance of the entire work by the Owner and applicable governmental agencies. It is specifically understood that said bond shall not be dated or be in effect until the Owner and all applicable governmental agencies have approved and accepted the entire project.

**PROPOSAL A – BASE BID  
SCHEDULE OF PRICES  
BID NO. 16-09  
CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price Bid</u>	<u>Amount</u>
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$

**PROPOSAL A – BASE BID  
 SCHEDULE OF PRICES  
 BID NO. 16-09  
 CITY OF HOBOKEN  
 HUDSON COUNTY, NEW JERSEY**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price Bid</u>	<u>Amount</u>
20				\$	\$
21				\$	\$
22				\$	\$
23				\$	\$
24				\$	\$
25				\$	\$
26				\$	\$
27				\$	\$
28				\$	\$
29				\$	\$
30				\$	\$
31				\$	\$
32				\$	\$
33				\$	\$
34				\$	\$
35				\$	\$
36				\$	\$
37				\$	\$
38				\$	\$
39				\$	\$

TOTAL AMOUNT BASE BID (Items 1 through XX):

\$ \_\_\_\_\_.

WRITE TOTAL AMOUNT BASE BID (Items 1 through XX):

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**NOTE:** This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

**PROPOSAL B - WATER MAIN INSTALLATION (NJEIFP PROJECT NO. 0905001-001)**  
**SCHEDULE OF PRICES**  
**BID NO. 16-09**  
**CITY OF HOBOKEN**  
**HUDSON COUNTY, NEW JERSEY**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price Bid</u>	<u>Amount</u>
1	MOBILIZATION	1	LS	\$	\$
2	POLICE TRAFFIC DIRECTORS	1	ALLOW.	\$360,000	\$360,000
3	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$	\$
4	SOIL EROSION AND SEDIMENT CONTROL	1	LS	\$	\$
5	UTILITY TEST PITS	70	CY	\$	\$
6	COARSE AGGREGATE BEDDING	700	CY	\$	\$
7	DENSE GRADED AGGREGATE FOR TRENCH BACKFILL	8,800	CY	\$	\$
8	BACKFILLING AND COMPACTION	8,650	LF	\$	\$
9	DENSE GRADED AGGREGATE BASE COURSE, 6" THICKNESS	3,500	SY	\$	\$
10	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	3,500	SY	\$	\$
11	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	5,500	SY	\$	\$
12	PAVEMENT MILLING, 2" THICK	5,500	SY	\$	\$
13	8" DUCTILE IRON WATER PIPE, CLASS 54	1,900	LF	\$	\$
14	12" DUCTILE IRON WATER PIPE, CLASS 54	6,750	LF	\$	\$
15	6" WET TAP AND VALVE	8	UNIT	\$	\$
16	8" WET TAP AND VALVE	5	UNIT	\$	\$
17	12" WET TAP AND VALVE	10	UNIT	\$	\$
18	8" GATE VALVE	8	UNIT	\$	\$
19	12" GATE VALVE	26	UNIT	\$	\$

**PROPOSAL B – WATER MAIN INSTALLATION (NJEIFP PROJECT NO. 0905001-001)**  
**SCHEDULE OF PRICES**  
**BID NO. 16-09**  
**CITY OF HOBOKEN**  
**HUDSON COUNTY, NEW JERSEY**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price Bid</u>	<u>Amount</u>
20	FIRE HYDRANT ASSEMBLY	31	UNIT	\$	\$
21	EXISTING FIRE HYDRANT REMOVAL	24	UNIT	\$	\$
22	6" CUT & CAP EXISTING WATER MAIN	10	UNIT	\$	\$
23	12" CUT & CAP EXISTING WATER MAIN	32	UNIT	\$	\$
24	6" INSERTION VALVE (IF & WHERE DIRECTED)	4	UNIT	\$	\$
25	8" INSERTION VALVE (IF & WHERE DIRECTED)	2	UNIT	\$	\$
26	12" INSERTION VALVE (IF & WHERE DIRECTED)	4	UNIT	\$	\$
27	6" LINE STOP	3	UNIT	\$	\$
28	12" LINE STOP	13	UNIT	\$	\$
29	1" WATER SERVICE CONNECTION TO CURB STOP	390	UNIT	\$	\$
30	1.5" & 2" WATER SERVICE CONNECTION TO CURB STOP	60	UNIT	\$	\$
31	3" & 4" WATER SERVICE CONNECTION TO CURB STOP	74	UNIT	\$	\$
32	6" WATER SERVICE CONNECTION TO CURB STOP	2	UNIT	\$	\$
33	BYPASS FOR TEMPORARY SERVICES	2,400	LF	\$	\$
34	CURB STOPS (IF & WHERE DIRECTED)	200	UNIT	\$	\$
35	FUEL PRICE ADJUSTMENT	1	LS	\$	\$
36	ASPHALT PRICE ADJUSTMENT	1	LS	\$	\$
37	CONCRETE ENCASEMENT	450	CY	\$	\$
38	SAMPLE AND WASTE CLASSIFY SOILS	8	UNIT	\$	\$
39	LOAD, HAUL AND DISPOSE OF EXCAVATED SOILS	6,000	TON	\$	\$



**PROPOSAL C – GREEN INFRASTRUCTURE (NJEIFP PROJECT NO. S340635-07)**  
**SCHEDULE OF PRICES**  
**BID NO. 16-09**  
**CITY OF HOBOKEN**  
**HUDSON COUNTY, NEW JERSEY**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price Bid</u>	<u>Amount</u>
1	MOBILIZATION	1	LS	\$	\$
2	DEMOLITION	1	LS	\$	\$
3	UTILITY TEST PITS	67	EA	\$	\$
4	SOIL EROSION AND SEDIMENT CONTROL	1	LS	\$	\$
5	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	564	SY	\$	\$
6	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	564	SY	\$	\$
7	PAVEMENT MILLING, 2" THICK	0	SY	\$	\$
8	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	0	SY	\$	\$
9	COARSE AGGREGATE BEDDING	1,692	CY	\$	\$
10	BACKFILLING AND COMPACTION	1,691	LF	\$	\$
11	15" REINFORCED CONCRETE PIPE	1,691	LF	\$	\$
12	NJDOT TYPE 'A' BOX	2	UNIT	\$	\$
13	NJDOT TYPE 'B' BOX	50	UNIT	\$	\$
14	MODIFIED CURB INLET, DPS	15	UNIT	\$	\$
15	15" DRAINAGE TIE-IN CONNECTION	67	UNIT	\$	\$
16	CURBING	5,304	LF	\$	\$
17	SIDEWALK	4,808	SY	\$	\$
18	ADA CURB RAMP WITH DETECTABLE WARNING STRIP	121	UNIT	\$	\$
19	MONITORING CABINET ENCLOSURE	8	UNIT	\$	\$

**PROPOSAL C – GREEN INFRASTRUCTURE (NJEIFP PROJECT NO. S340635-07)  
 SCHEDULE OF PRICES  
 BID NO. 16-09  
 CITY OF HOBOKEN  
 HUDSON COUNTY, NEW JERSEY**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price Bid</u>	<u>Amount</u>
20	1" RIGID STEEL CONDUIT (NO WIRING)	489	LF	\$	\$
21	POLE BASE FOUNDATION	9	UNIT	\$	\$
22	RAIN GARDEN AREA FENCE	766	LF	\$	\$
23	RAIN GARDEN (8' X 28') WITH LANDSCAPE PLANTINGS	7	UNIT	\$	\$
24	RAIN GARDEN (15' X 26') WITH LANDSCAPE PLANTINGS	6	UNIT	\$	\$
25	RAIN GARDEN (BUS STOP) WITH LANDSCAPE PLANTINGS	2	UNIT	\$	\$
26	AQUABLOX MODULAR VOLUME STORAGE UNIT	3,090	UNIT	\$	\$
27	NEENAH R-5005, 6" SHEAR GATE	17	UNIT	\$	\$
28	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$	\$
29	1" RIDGED STEEL CONDUIT WITH 2 #10G WIRE	1,351	LF	\$	\$

**TOTAL AMOUNT BASE BID (Items 1 through 29):** \$ \_\_\_\_\_.

**WRITE TOTAL AMOUNT BASE BID (Items 1 through 29):**  
 \_\_\_\_\_  
 \_\_\_\_\_

**NOTE:** This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

**PROPOSAL C – ALTERNATES**

Each Bidder shall complete all Alternates. The OWNER may reject the bid for any Alternate in accordance with NJSA 40A:11-13.2, and/or may waive any non-material deficiency, as the OWNER determines to be in its best interest.

The OWNER will consider awarding Alternates which are not rejected as follows:

Subject to the availability of funds, the OWNER may, but is not obligated to, award Alternates. Alternates will be awarded in the order listed except that an Alternate which would cause the funds available to be exceeded may not be awarded and subsequent less expensive Alternates, within the funds available, may be awarded in order.

**NOTE:** For the DEDUCT Alternates, the Bidder MUST use the same unit price for each of the items that was used in the Base Bid.

**ADD ALTERNATE A**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price Bid</u>	<u>Amount</u>
A-1	AQUABLOX MODULAR VOLUME STORAGE UNIT	50	UNIT	\$	\$
A-2	RAIN GARDEN (8' X 28') WITH LANDSCAPE PLANTINGS	1	EA	\$	\$
A-3	RAIN GARDEN (15' X 26') WITH LANDSCAPE PLANTINGS	1	EA	\$	\$
A-4	RAIN GARDEN (BUS STOP) WITH LANDSCAPE PLANTINGS	1	EA	\$	\$
A-5	RAIN GARDEN AREA FENCE	47	LF	\$	\$
A-6	SAMPLE AND WASTE CLASSIFY SOILS	8	UNIT	\$	\$
A-7	LOAD, HAUL AND DISPOSE OF EXCAVATED SOILS	6,000	TON	\$	\$

**TOTAL AMOUNT ADD ALTERNATE BID A (Items A-1 through A-7):** \$ \_\_\_\_\_.

**WRITE TOTAL AMOUNT ADD ALTERNATE BID A (Items A-1 through A-7):**  
 \_\_\_\_\_  
 \_\_\_\_\_

**NOTE:** This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The Total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

**TOTAL AMOUNT, PROPOSAL C BASE BID PLUS ADD ALTERNATE BID A:** \$ \_\_\_\_\_.

**WRITE TOTAL AMOUNT, PROPOSAL C BASE BID PLUS ADD ALTERNATE BID A:**  
 \_\_\_\_\_  
 \_\_\_\_\_

## **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

### **SP-1 PREVAILING WAGES**

The New Jersey Prevailing Wage Rate Act (Chapter 150 of the Laws of 1963) will not be applicable to this project if the Contract amount is below \$11,892.

Both Federal and State wages apply to this project.

The contractor shall not pay less than the prevailing wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determined by the Commissioner of New Jersey Department of Labor to N.J.S.A. 34:11-56.25 et seq. OR the United States Secretary of Labor pursuant to 29 CFR Part 5, whichever is greater.

The successful bidder shall be required to comply with the provisions of the Equal Opportunity Clause of Executive Order 11246.

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 130, of the Laws of 1963, effective January 1, 1974; Section 109 of P.O. 94-369; and Section 110 of P.L. 93-383 regarding wage rates as determined by the Secretary of Labor in accordance with the provision of the Davis-Baron Act, as amended (40 USC 276a-276a-5), whichever provides for higher rates of pay or each specific job classification.

### **SP-2 FEDERAL DAVIS BACON WAGE RATES**

As part of the funding associated with portions of this project, the Contractor shall comply with Davis Bacon prevailing wage requirements as noted below. A copy of the wage determination is also included as part of this contract.

#### Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State.

Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section 1-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section 11-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L.113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by

publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act {29 CFR part 3}), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional

classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor

shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## (2) Withholding.

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the

subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(l) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated

with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.S(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(l) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions *made*, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 5. Compliance Verification.

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item S(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

### **SP-3 PERMITS TO BE SECURED BY CONTRACTOR**

In accordance with section 7:14-2.3 of the N.J.A.C.:

- a) Federal, State, county and municipal permits required as a result of the construction activity within the delineated site shall be obtained by the Owner and associated fees shall be paid by the Owner. In addition, permits required for construction activities on railroad properties shall be obtained by the Owner.
- b) Exceptions to this section shall be a permit to use explosives for rock excavation and such other permits which by law are required to be obtained by the Contractor.
- c) The Owner shall make every reasonable effort to identify permits and fees and costs required as a result of the construction activity in effect 60 days prior to the receipt of construction bids. This responsibility may be delegated to the Owner's Engineer with adequate compensation for this service. The Engineer shall be held harmless from any penalty or action resulting from the failure to obtain a permit where every reasonable effort has been made by the Engineer to obtain such permits. Conditions made a part of any permit shall be imposed upon the Contractor as described in the contract or bid documents. Additional costs associated with a permit resulting from the construction activity which is beyond that stipulated in the contract shall be the responsibility of the contractor.
- d) Whenever necessary or appropriate the Contractor shall assist the Owner in the acquisition of permits.
- e) The Department may intercede and assist in the resolution of any problems resulting from the acquisition of any permits.

The Contractor shall properly and promptly file all permit applications which are its responsibility. If, through no fault of the Contractor, a permit is not obtained within sixty (60) calendar days of the filing date of the application, the Contractor will be granted an appropriate extension of time to the Contract. The Contractor shall make no claim for additional compensation on account of any delay in obtaining the necessary permits.

The Contractor shall secure all permits for which, by law or agency regulations, the permitting agency requires the Contractor to obtain the permit. In this event, the Contractor shall post all cash deposits and bonds, and shall pay all necessary fees required in the prosecution of the work. The bidder shall fully inform himself as to the cost of all necessary permits, licenses and bonds, and shall include this cost in the unit prices bid for the work.

All conditions made a part of any permit shall be imposed upon the Contractor as if they were described in the contract document. All additional costs associated with a permit fee resulting from the Contractor's activity outside the area depicted in the contract documents shall be the responsibility of the Contractor.

Wherever necessary or appropriate, the Contractor shall assist the Owner in the acquisition of permits. The Contractor shall acquire the following permits. The list is for information purposes only and should not be considered complete and exhaustive. Acquisition of permit(s) shall include payment of all application fees, permit fees, and escrow monies:

1. Bureau of Safe Drinking Water Permit (pending)
2. Soil Erosion and Sediment Control Certification (pending)

#### **SP-4 SEQUENCE OF PRECEDENCE**

In case of conflicting language with respect to the work outlined in Proposal B – Water Main Installation and Proposal C – Green Infrastructure, requirements of the New Jersey Environmental Infrastructure Financing Program (NJEIFP) shall take precedence over any language in other sections of the contract documents.

#### **SP-5 JOB MEETINGS**

In accordance with N.J.A.C. 7:22-3.17(a)30, during the construction phase of the project, job meetings will be held on a monthly basis. Attendees at these meetings shall include the OWNER, Engineer, inspector, Contractor and one or more representatives of the NJDEP.

#### **SP-6 INSURANCE REQUIREMENTS**

In addition to the OWNER and Engineer, the State of New Jersey and its agencies, employees and officers shall be named as Additional Insured in accordance with N.J.A.C. 7:22-3.17 & 4.17(a)19.

#### **SP-7 LOCATION OF EXISTING UTILITIES**

Prior to the excavation for any run of pipe, the Contractor shall have all utilities marked in the field. The use of test pits for the purpose of determining major utility conflicts other than utility service connections shall be paid for under "Utility Test Pits" in the Proposal as approved by the Engineer. The Contractor shall arrange for any necessary utility relocations and shall reschedule its operations appropriately.

#### **SP-8 SED REQUIREMENTS**

##### **CONTRACTOR'S RESPONSIBILITY**

A Contractor's plan to meet socially and economically disadvantaged firms (SEDs) utilization requirements shall be submitted by the successful bidder within 30 days of contract award. The Contractor's Plan will include statements how the SED participation requirement shall be achieved over the duration of the project. Failure to comply may result in the Department and the Trust taking actions specified in the N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13. Additional guidance on implementation of SED requirements are contained in the SED Requirements section.

## OWNER'S RESPONSIBILITY

The Project Compliance Officer will be designated by the Project Sponsor to monitor and enforce compliance with the affirmative action and SED requirements of the applicable rules established in the N.J.A.C. 7:22-9.1 et seq. The responsibilities and duties are as follows:

1. Coordinate all SED utilization efforts and monitoring and enforcing compliance with the affirmative action and SED requirements as outlined in the N.J.A.C. 7:22-9.1 et seq.
2. Notify the Office of the time and place of all contract award meetings and/or preconstruction conference meetings.
3. Incorporate SED utilization requirements as an agenda item at all contract award meetings, preconstruction conference meetings and/or wherever applicable, regardless of whether a loan or grant agreement has been executed.
4. Attend all monthly construction meetings.
5. Submit monthly progress reports to the Office.
6. Submit to the Office, on behalf of the Owner, quarterly reports, which include:
7. Total contract and subcontract values awarded to SEDs;
8. Percentage of SED utilization in comparison to the cost of the contract and the total percentage of SED utilization in comparison to the overall project cost;
9. The types and sizes of the participating SEDs and the nature of services or goods being provided;
10. The efforts made to publicize and promote the Owner's utilization plan.
11. Ensure the contractor submits a quarterly construction report to the Owner and the Office and provide assistance when needed.
12. Provide reports or information beyond what is required in the N.J.A.C. 7:22-9.12(a) through (d), at the request of the Office.

### **SP-9 CONTRADICTORY TERMS**

For work associated with Proposal B – Water Main Installation and Proposal C – Green Infrastructure, the specifications which spell out the environmental and cultural resource protection/ restoration shall have precedence over other potentially contradictory language contained elsewhere in the design contract documents. In instances where the provisions of a Department-issued permit contradict a provision of the specifications (including those identified in Environmental Assessment Requirements for State Assisted Environmental Infrastructure Facilities, N.J.A.C. 7:22-10), the environmental resources protection and/or restoration and cultural resource mitigation measures identified in the Department-issued permit shall govern.

All activities which are part of the comprehensive environmental infrastructure project(s) for the planning area must conform to the requirements of this section regardless of the eligibility of individual components of the project.

### **SP-10 CONFORMANCE WITH NJDEP REQUIREMENTS**

The Contractor shall be responsible for approval and acceptance of all work so that the work associated with Proposal B – Water Main Installation and Proposal C – Green Infrastructure meets the requirements of the NJDEP and the Contractor shall make no claims for delays due to any changes required by the NJDEP.

## **SP-11 SED REQUIREMENTS**

A Contractor's Plan to meet SED Utilization shall be submitted by the successful bidder within 30 days of contract award to the Project Compliance Officer and to the Office of Equal Opportunity, Contractor Assistance and Environmental Equity. The Contractor's Plan shall include statements of how the SED Participation requirement shall be achieved over the duration of the project.

## **SP-12 PRECONSTRUCTION CONFERENCE**

The CONTRACTOR is advised that a preconstruction conference will be scheduled as soon as practical after the construction contract award. A mutually convenient time will be arranged to accommodate those parties representing the OWNER, ENGINEER, CONTRACTOR, and state and local authorities.

## **SP-13 PENALTIES FOR FALSIFICATION**

Any person(s) making false statements will be assessed as follows:

### 40A:11-33. Forfeiture of deposit in certain cases

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

L.1971, c. 198, s.33, eff. July 1, 1971.

### 40A11:-34. Penalties for false statements

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

L. 1971, c. 198, s. 34, eff. July 1, 1971.

## **SP-14 AS-BUILT DRAWINGS**

The OWNER will be responsible in preparing the final as-built drawings. The CONTRACTOR shall assist the OWNER/ ENGINEER by providing record information upon request during the process of the work. As-built drawings shall be in accordance with N.J.A.C. 7:14-2.2 and Section 01720.

## **SP-15 MAINTENANCE OF FINANCIAL RECORDS**

The CONTRACTOR and all subcontractors shall maintain their books, records, financial documents and all other financial records relevant to the project pursuant to the contract in

accordance with generally accepted accounting principles. The Department shall have access to the facilities, premises and records related to the project pursuant to N.J.A.C. 7:22-3.23 and 4.23.

## **SP-16 AMERICAN IRON AND STEEL (AIS) REQUIREMENTS**

In order to ensure compliance with the AIS requirements, the Contractor shall be required to provide certifications using the step certification process recommended by EPA to ensure adherence to AIS requirements. This process will establish accountability and better enable the State to take enforcement actions against intentional violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. It should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. See a sample certification below.

Alternatively, the final manufacturer that delivers the iron or steel product to either the worksite, vendor, or contractor, may also provide a certification asserting that all manufacturing processes occurred in the US. Though acceptable, this certification does not provide the same degree of assurance required by the State and additional documentation may be needed if the certification is lacking important information.

### **SAMPLE CERTIFICATION LETTERS**

The following information is provided as a sample letter of step certification for Buy America compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Buy America Step Certification for Project (XXXXX-XXXXXXA)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. xxxx
2. xxxx
3. xxxx

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for Buy America compliance.

Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Buy America Certification for Project (XXXXX-XXXXXXA)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx
3. Xxx

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

#### **SP-17 DISPOSAL OF EXCAVATED MATERIAL**

100% of excavated material is required to be disposed of off-site.

#### **SP-18 MONITORING FOR SERVICE SWITCH-OVERS**

Monitoring for Service Switch-Overs will be required throughout the duration of each service switch-over from existing to new services for properties with fire suppression systems. This shall include all labor and professional services including temporary standby pump installation to ensure that properties with existing fire suppression systems are continually protected.

## MAINTENANCE BOND FORM

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_ (hereinafter called the "**Principal**"), and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey (hereinafter called the "**Surety**") are hereby held and firmly bound unto the \_\_\_\_\_ (hereinafter called the "**Obligee**") in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, the said Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SIGNED, SEALED AND DELIVERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, enter into a Contract with the \_\_\_\_\_ which said Contracts is made a part of this, the bond, the same as though set forth herein;

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT**, if the Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, including the guarantee of the work, materials and equipment, and any changes or modifications thereto made as provided for by said Contract, shall pay all lawful claims of subcontractors and material suppliers (as defined in N.J.S.A. 2A:44-142 to include subcontractors and material suppliers in contract with both the Contractor and subcontractors of the Contractor) for labor performed or materials, provisions, provender or other supplies, or teams, fuels, oils, implements or machinery furnished, used or consumed in carrying forward, performing and completing said Contract, and shall keep in repair and make good any defect in the work (materials and workmanship) resulting during a period of **two (2) years** from the date of its completion and acceptance, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor and material supplier as defined in N.J.A.C. 2A:44-143 having a just claim, as well as for the benefit of the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract or in or to the Plans (Drawings) or Specifications therefore, shall in any way affect the obligations of the Surety on this bond.

ATTEST:

\_\_\_\_\_  
Principal Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

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

ATTEST:

\_\_\_\_\_  
Witness as to Surety

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

\_\_\_\_\_  
Principal

By \_\_\_\_\_(S)

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

\_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

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

\_\_\_\_\_

\_\_\_\_\_

Note: Date of Bond must not be prior to date of Contract.

Note: There are to be executed an appropriate number of counterparts of this Maintenance Bond corresponding to the number of counterparts of the Contract.

If CONTRACTOR is Partnership, all partners shall execute BOND.

Important: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Jersey.

**ENVIRONMENTAL MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_  
(name or legal title and address of Contractor)

as PRINCIPAL, and \_\_\_\_\_  
(legal title of surety)

a corporation organized and existing under the laws of the State of \_\_\_\_\_, as SURETY, are held and firmly bound unto The City of Hoboken, as OBLIGEE, for the use and benefit of claimants as herein below defined, in the amount of twenty-five thousand dollars (\$25,000) or fifty percent (50%) of the price bid, for the materials needed to fulfill the environmental specifications, whichever is greater, in the amount of

\_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States of America for maintenance to be paid to the said OBLIGEE or its attorney, successors, or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents;

WHEREAS, said PRINCIPAL has entered into a certain contract with same OBLIGEE dated \_\_\_\_\_, (hereinafter called the contract), for \_\_\_\_\_,

\_\_\_\_\_ which contract and the contract documents for said work shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this Bond are such:

That if the bounden PRINCIPAL shall remedy, without cost to the said OBLIGEE, any defects, which result from faulty workmanship, or from failure to comply with the contract documents and which develop during the period of **one (1) year** after the expiration of the Performance Bond, required pursuant to N.J.S.A. 40A:11-22.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the contract documents, and/or any alterations, changes or additions to the work to be performed under the contract in accordance with the contract documents, and/or any alterations, changes or additions to the contract, and/or any giving by the OBLIGEE of any extensions of time for the performance of the contract in accordance with the contract documents, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the contract documents and the contract and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the contract documents and by the contract, shall not release the PRINCIPAL, and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, in any manner whatsoever, from liability under this bond, and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

(IF CORPORATION)

Attest:

\_\_\_\_\_ By \_\_\_\_\_  
(Corporate Principal)

(Seal)

\_\_\_\_\_  
(Name and Title)

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

(IF INDIVIDUAL OR PARTNERSHIP)

Witness:

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

\_\_\_\_\_  
(Name and Title)

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

\_\_\_\_\_  
(Name and Title)

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

(SURETY)

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
(Corporate Surety)

(Seal)

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

**NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE FINANCE PROGRAM  
AND OFFICE OF EQUAL OPPORTUNITY REQUIREMENTS**

The rule below includes the amendments adopted to this subchapter on January 3, 2006.

**Subchapter 9. Awarding Contracts for State Assisted Projects to Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals**

**7:22-9.1 Scope and purpose**

(a) This subchapter establishes procedures for providing opportunities for socially and economically disadvantaged ("SED") contractors and vendors to supply materials and services under State financed construction contracts for environmental infrastructure facilities. To implement the policies established in N.J.S.A. 58:11B-26, 40:11A-41 et seq., and 52:32-17 et seq., this subchapter applies to environmental infrastructure projects receiving financial assistance from the Department and the Trust pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7. Under the provisions of N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7, the Department and the Trust require recipients of Trust and Fund loans and other assistance to establish such programs for socially and economically disadvantaged small business concerns, to designate a project compliance officer, and to submit to the Department and Trust procurement plans for implementing the SED program. In addition, N.J.A.C. 7:22-3.17(a)24, 4.17(a)24, 6.17(a)24 and 7:22A-2.4(a) provide that a goal of not less than 10 percent be established for the award of contracts to small business concerns owned and controlled by one or more socially and economically disadvantaged individuals. The goal of 10 percent applies to the total amount of all contracts for building, materials and equipment, or services (including planning, design and building related activities) for a construction project. Where a local government unit has a SED participation goal which exceeds 10 percent of the total amount of all contracts, the local government unit must comply with both the Department's rules and the local minority and women-owned business ordinances.

(b) This subchapter also establishes the standards and procedures that will apply to the contracting agencies of grant or loan recipients in the awarding and making of contracts under their SED programs.

**7:22-9.2 Definitions**

The following words and terms, as used in this subchapter, will have the following meanings unless the content clearly indicates otherwise.

"Building" means the acquisition, erection, alteration, remodeling, improvement or extension of an environmental infrastructure facility.

"Construction" includes, but is not limited to:

1. The preliminary planning to determine the economic and engineering feasibility of environmental infrastructure facilities, the engineering, architectural, legal, fiscal, and economic investigations and studies, surveys, design, plans, working drawings, specifications, procedures, and other action necessary for the construction of environmental infrastructure facilities;

2. The building of, or purchase of land for, environmental infrastructure facilities; and

3. The inspection and supervision of the building of environmental infrastructure facilities.

"Contract" means any written agreement with a professional service or construction contractor related to the construction of an environmental infrastructure project.

"Contracting agency" means:

1. The governing body of a local government unit or any department, branch, board, commission, committee, authority, agency or officer of such local government unit possessing the authority to award and make contracts; or

2. The owner(s) or authorized representative(s) of a private entity.

"Contractor" means any party entering into a contract to provide or offering to provide building, materials and equipment, or services to a project sponsor for the construction of environmental infrastructure facilities. This includes, but is not limited to, planning and design, as well as building related services such as engineering, inspection and accounting.

"Contractor's plan" means the SED utilization plan submitted by the contractor to the project sponsor and to the Department establishing subcontracting opportunities that will fulfill the requirements of this subchapter.

"Department" means the New Jersey Department of Environmental Protection and its successors and assigns.

"Environmental infrastructure facilities" means wastewater treatment facilities, stormwater management facilities or water supply facilities.

"Financial agreement" means the legal instrument, including a grant agreement or loan agreement, executed between either the State of New Jersey or the Trust and the project sponsor for the construction of environmental infrastructure facilities.

"Local government unit" means a county, municipality, municipal or county sewerage or utility authority, municipal sewerage district, joint meeting, improvement authority or other political subdivision of the State authorized to construct, operate and maintain wastewater treatment or stormwater management facilities, or a State authority, district water supply commission, county, municipality, municipal or county utilities authority, municipal water district, joint meeting or any other political subdivision of the State authorized pursuant to law to operate or maintain a public water supply system or to construct, rehabilitate, operate or maintain water supply facilities or otherwise provide water for human consumption.

"New Jersey environmental infrastructure financing program" means the program for providing financing to project sponsors pursuant to N.J.A.C. 7:22-3, 4 and 6, and 7:22A-6 and 7.

"Office" means the Office of Equal Opportunity and Public Contract Assistance or other program of the Department of Environmental Protection with the responsibility for administration of this subchapter.

"Private entity" means the owner(s) of a nongovernmental community water system or a nonprofit noncommunity water system.

"Project" means the defined services for the construction of specified operable environmental infrastructure facilities as approved by the Department or the Trust in the project sponsor's financial agreement.

"Project compliance officer" means an officer or employee of the project sponsor who is designated by the project sponsor to monitor and enforce compliance with the affirmative action and SED requirements of the applicable program rules and this subchapter.

"Project plan" means the proposal submitted at the time of application by the project sponsor to the Department establishing the SED utilization plan and its requirements.

"Project sponsor" means any local government unit or private entity that seeks a loan or grant pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7.

"SED utilization plan" means a written document outlining the entire project work, the estimated length of time it will take to complete the project, each significant segment of the project on which SEDs will or may participate, and a description of how SEDs will be contacted.

"Socially and economically disadvantaged small business concern" or "SED" means any small business concern:

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; or, in the case of a joint venture, at least 51 percent of the beneficial ownership interests are legitimately held by a SED; and

2. Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals; and

3. Which is a full participation subcontractor in that the SED is responsible for the execution of a distinct element of work and carries out the work responsibility by actually performing, managing and supervising the task involved. Any deviation from this definition will automatically classify the SED as a broker, middleman or passive conduit. These three functions are contrary to the spirit of the Trust Act and will not qualify a SED enterprise for State of New Jersey certification; and

4. Which has been certified pursuant to the New Jersey Uniform Certification Act (N.J.S.A. 52:27H-1 et seq.) or pursuant to the provisions of 49 CFR Part 23 by the New Jersey Commerce and Economic Growth Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, the New Jersey Transit or other agencies deemed appropriate by the Office, as an eligible minority business or female business.

i. "Socially disadvantaged individuals" means those individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.

ii. "Economically disadvantaged individuals" means those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

iii. "Socially and economically disadvantaged individuals" shall include women, Black Americans, Hispanic Americans, Native Americans, Asian Americans, and members of other groups, or other individuals, found to be socially and economically disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC 637(a)). Black Americans, Hispanic Americans, Native Americans and Asian Americans shall be defined as follows:

(1) "Black American" means a person having origins in any of the black racial groups in Africa;

(2) "Hispanic American" means a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

(3) "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, Hawaii, or the Pacific Islands;

(4) "Native American" means a person having origins in any of the original peoples of North America.

"Small business concern" means a business which is independently owned and operated and which is not dominant in its field of operation. A business is independently owned and operated if the management which controls the business is responsible for both its daily and long term operations.

"Subcontract" means an agreement to perform a portion of a contract.

"Subcontractor" means a third party that is engaged by the contractor to perform part of the work under a subcontract.

"10 percent SED utilization," "10 percent goal" and "10 percent" means SED business concern participation, which includes 7 percent for minority-owned SED business concerns and 3 percent for women-owned SED business concerns.

"Trust" means the New Jersey Environmental Infrastructure Trust established pursuant to the Trust Act.

"Trust Act" means the New Jersey Environmental Infrastructure Trust Act (N.J.S.A. 58:11B-1 et seq.), as amended and/or supplemented.

### **7:22-9.3 SED utilization requirements for projects**

(a) A goal of not less than 10 percent (or a higher percentage as may be required by Federal law) of the total amount of all contracts for building, materials and equipment, or services for a project funded by a New Jersey environmental infrastructure facilities financing program must be awarded to SEDs.

(b) The 10 percent SED utilization requirement shall be accomplished by the following:

1. Bids shall be solicited on an unrestricted basis. The bid documents, however, shall include a statement to the effect that the successful bidder must fulfill the SED utilization requirements by subcontracting portions or the work to SEDs; or

2. Contractors also have the option of establishing unrestricted bidding procedures to fulfill the 10 percent SED utilization requirement for the project.

### **7:22-9.4 Requirement to develop SED Utilization Plan**

(a) Each project sponsor shall develop, in consultation with the Office, a plan for achieving its SED utilization requirements (the "project plan"). Development of a plan shall be completed before the Department and, when relevant, the Trust may approve an application pursuant to the applicable program rules

(b) The project plan shall identify those contracts proposed to be bid on an unrestricted basis. For each unrestricted contract, the project plan shall also identify the SED utilization requirements that the successful bidder shall meet.

(c) All contractors, including SED contractors, shall submit their own SED utilization plan ("contractor's plan"), for the aspects of the project covered by the contract, to the project sponsor and to the Office within 30 days of the awarding of a contract. The Contractor's Plan shall contain provisions to meet the specific SED utilization requirements imposed upon the contractor by the project sponsor as well as to meet the general SED utilization requirements for the project pursuant to this subchapter.

(d) If the contractor does not comply with the requirements of the contractor's plan and the project sponsor does not take steps to otherwise comply with N.J.A.C. 7:22-9.3(a), the Department and, in the case of a Trust loan, the Trust, may take any of the actions or combinations thereof specified in N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13.

### **7:22-9.5 (Reserved)**

### **7:22-9.6 Notice of SED utilization opportunities**

(a) All project sponsors, at least 30 days prior to public advertisement for bids, shall notify the agencies specified in N.J.A.C. 7:22-9.13(a)8, of the availability of opportunities for SEDs to provide

services, to bid on unrestricted contracts or subcontracts, or to provide any other necessary purchase or procurement. The notice shall include a description of the type and scope of the services involved.

(b) All notices shall include a statement to the effect that the project or contract is funded in part by New Jersey wastewater treatment financing programs and the successful bidder must comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.

**7:22-9.7 Advertisements for SED utilization**

(a) All advertisements for bids shall include a statement to the effect that the project or contract is funded in part by New Jersey environmental infrastructure financing programs and the successful bidder must comply with the provisions of N.J.A.C. 7:22-9 for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.

(b) The advertisement for bids shall indicate that:

1. Awards will be made only to socially and economically disadvantaged business concerns that are certified by the New Jersey Commerce, Economic Growth and Tourism Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, New Jersey Transit or other agencies deemed appropriate by the Office as eligible minority businesses or female businesses; or

2. The invitation to bid is on an unrestricted basis whereby the successful bidder must fulfill the SED utilization requirements. The agencies specified in N.J.A.C. 7:22-9.13(a)8 will have a list of eligible SED firms and shall, upon request, provide them to the project sponsor. The project sponsor shall, during the advertisement phase, provide copies of the list to all contractors on unrestricted contracts.

(c) The advertisement for bids shall be in such newspaper or newspapers and other periodicals identified by the agencies specified in N.J.A.C. 7:22-9.13 as will best give notice thereof to appropriate bidders and shall be sufficiently in advance of the purchase or contract to promote competitive bidding. In no case shall the advertisement for bids be published less than 30 days prior to the date fixed for receiving bids on the purchase or contract.

(d) In the case of a set aside contract, the newspaper or newspapers in which the advertisement for bids appears shall be selected by the contracting agency in consultation with the Office.

(e) If there are no responses to the bid solicitation from SEDs or if the successful bidder's proposal does not meet the SED utilization requirements, the successful bidder shall advertise and continue the search for SED participants for a minimum of 30 days after the contract is awarded. The contract shall include a provision to this effect.

**7:22-9.8 (Reserved)**

**7:22-9.9 (Reserved)**

**7:22-9.10 Lowest bid resulting in payment of unreasonable price**

(a) If the contracting agency determines that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids.

(b) Bidders and the office shall be notified of the rejection of all bids, the reasons for the rejection, and the contracting agency's intent to solicit bids for a second time.

(c) If the contracting agency determines a second time that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids and notify the Office and, after receipt of the Office's approval, shall amend the project plan accordingly.

(d) Bidders shall be notified of the cancellation, the reasons for the cancellation and the contracting agency's intent to resolicit bids on an unrestricted basis. SEDs may participate in the bidding on an unrestricted basis.

#### **7:22-9.11 Project compliance officer**

(a) Each project sponsor shall designate an officer or employee to serve as its project compliance officer.

(b) The project compliance officer shall be responsible for coordinating SED utilization efforts on the project and for monitoring and enforcing compliance with the affirmative action and SED requirements of the applicable program rules.

(c) SED utilization requirements shall be an agenda item at all contract award meetings and, wherever applicable, at preconstruction conference meetings regardless of whether a loan or grant agreement has been executed or not. Each project sponsor shall be responsible for notifying the Office of the time and place of such meetings.

(d) The project compliance officer shall attend all monthly construction progress meetings.

#### **7:22-9.12 Reports**

(a) The contracting agency shall submit its planning and design SED utilization report to the Office at the time of filing of its grant/loan application.

(b) Each project compliance officer shall submit the contracting agency's monthly progress reports to the Office. Once all SED contractors have been obtained, submittal of this report will no longer be required.

(c) Each project compliance officer shall submit a periodic report on behalf of the project sponsor to the Office according to a schedule announced by the Office. At a minimum, this construction report shall be submitted quarterly; that is, January, April, July and October. Where appropriate, the Office may approve a variation in the frequency of reporting requirements specified in (b) through (d) of this section. This report shall include the following information:

1. The value of each contract and subcontract awarded to SEDs and the total dollar value and number of contracts and subcontracts awarded to SEDs;
2. The percentage of SED utilization in comparison to the cost of each contract, as well as the total percentage of SED utilization (including set aside contracts) in comparison to overall project costs;
3. The types and sizes of the participating SEDs and the nature of goods and services being provided; and
4. The efforts made to publicize and promote the project sponsor's SED utilization plan.

(d) Contractors shall submit a quarterly construction report to the project sponsor and to the Office. The project compliance officer may be contacted for assistance if needed.

(e) The report forms required by (a) through (d) above shall be obtained from the Office.

(f) The project compliance officer shall submit reports or information in addition to what is required by (a) through (c) above when requested to do so by the Office.

(g) Failure to comply with the reporting requirements of (a) through (d) and (f) above may subject the project sponsor to the remedies for noncompliance with State and Trust loan or grant conditions specified in the applicable program rules.

#### **7:22-9.13 Assessment of compliance**

(a) Where the Office determines that a project sponsor has failed or is failing to meet the 10 percent SED utilization requirement, the project sponsor shall, upon the written request of the Office, submit the following:

1. Advertisements;
2. Signed contracts and subcontracts;
3. Documentation of solicitations of bids from SEDs;
4. Copies of Requests for Proposals;
5. Records of telephone quotations;
6. (Reserved);
7. Adequate and timely notice for encouraging SED participation; and
8. Proof that the assistance of State Agencies was solicited, including:

Office of Equal Opportunity and Public Contract Assistance  
New Jersey Department of Environmental Protection  
PO Box 402  
Trenton, New Jersey 08625-0402

Division for the Development of Small Businesses and Women Businesses and Minority  
Businesses  
New Jersey Commerce and Economic Growth Commission  
PO Box 835  
1 West State Street  
Trenton, New Jersey 08625-0835

(b) Where the project sponsor determines that a contractor has failed or is failing to meet the 10 percent SED utilization requirement, the contractor shall, upon the written request of the project sponsor, submit the documents specified in (a) above.

(c) The Office shall summarize in writing its evaluation of the reason given for noncompliance and the efforts made by the project sponsor or contractor to comply with its plan for achieving the 10 percent SED utilization requirement. The Office shall take into consideration good faith efforts made by the project sponsor or contractor to meet the goal to achieve the ten percent SED utilization requirement. These findings shall be submitted to the Department and, in the case of a Trust loan, to the Trust who, in conjunction with the Office, shall determine the nature and extent of the project sponsor's or contractor's noncompliance.

#### **7:22-9.14 Penalties**

Whenever a project sponsor or a contractor has failed to comply with the requirements of this subchapter, including the 10 percent requirement for SED utilization, the Department, or the Department and the Trust, in the case of a Trust loan recipient, may withhold all of the loan or grant money, or a portion thereof, and may take any of the other actions or combinations thereof specified in N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13 which are remedies for noncompliance with any of the conditions of a loan or grant.

#### **7:22-9.15 Administrative hearings**

(a) The Department and, in the case of a Trust loan, the Trust, shall make a determination regarding all disputes arising under this subchapter. The project sponsor shall specifically detail in writing the basis for its dispute. The Department and/or the Trust shall produce a decision in writing and mail or otherwise furnish a copy thereof to the project sponsor.

(b) A project sponsor may request an administrative hearing within 20 days of receipt of a decision by the Department and/or the Trust. The request for a hearing shall be sent to the Office of Legal Affairs, ATTENTION: Adjudicatory Hearing Requests, Department of Environmental Protection, PO Box 402, Trenton, New Jersey 08625-0402. The request for an administrative hearing shall specify in detail the basis for the appeal. Administrative hearings shall be conducted in accordance with the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(c) Following receipt of a request for a hearing pursuant to (b) above, the Department and/or the Trust may attempt to settle the dispute by conducting such proceedings, meetings and conferences as deemed appropriate.

#### **7:22-9.16 Severability**

If any of the provisions of this subchapter are found to be invalid, the remainder of the provisions of this subchapter shall not be affected thereby.

**ELECTRONIC CODE OF FEDERAL REGULATIONS****e-CFR data is current as of February 12, 2016**[Title 29](#) → [Subtitle A](#) → [Part 5](#) → [Subpart A](#) → §5.5

Title 29: Labor

**PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)****Subpart A—Davis-Bacon and Related Acts Provisions and Procedures****§5.5 Contract provisions and related matters.**

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification

action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly

submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe

benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or

subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140,
	1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140,
	1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

EFFECTIVE DATE NOTE: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

[Need assistance?](#)

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**OFFICE OF EQUAL OPPORTUNITY  
AND  
PUBLIC CONTRACT ASSISTANCE**

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**MUNICIPAL FINANCE  
AND  
CONSTRUCTION ELEMENT**

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**SED PARTICIPATION  
BUILDING PHASE  
QUARTERLY REPORTING FORM  
FOR  
CONTRACTING AGENCIES & CONTRACTORS**

(OEO-002)

**New Jersey Department of Environmental Protection**

## **REPORTING REQUIREMENTS ON SOCIALLY AND ECONOMICALLY DISADVANTAGED (SED) BUSINESS UTILIZATION**

These instructions apply to reporting on the utilization of Socially and Economically Disadvantaged Businesses (MBEs/WBEs/SEDs) under the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Financing Programs. They are intended to provide guidance to Project Sponsors and Contractors in filling out the Building Phase (SED) Utilization Form. The reporting requirements apply to all Contracting Agencies and Contractors pursuing New Jersey Financing Assistance through programs administered by the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust pursuant to N.J.A.C. 7:22-3.; N.J.A.C. 7:22-4.; N.J.A.C. 7:22-6; N.J.A.C. 7:22A-6; N.J.A.C. 7:22-7.

Each Project Sponsor and Contractor must submit this building SED Report (Form OEO-002) quarterly on MBE/WBE utilization for each contract for which a Project Sponsor or its Contractor(s) awards a subagreement. The form must be submitted to the New Jersey Department of Environmental Protection (NJDEP), Office of Equal Opportunity, Public Contract Assistance within 15 days following the close of each fiscal year quarter (i.e., January 15, April 15, July 15, and October 15).

### **INSTRUCTIONS FOR FILLING OUT SED UTILIZATION REPORT**

1. Read instructions carefully before completing form, and refer to N.J.A.C. 7:22-9.1 et seq. for further guidance.
- 2a. The name and address of Project Sponsor participating in the grant/loan programs for environmental infrastructure facilities.
- 2b. Name of the Project Compliance Officer responsible for submitting periodic reports.
3. Name and address of party contracting directly with the Project Sponsor.
4. Self-explanatory.
- 5a. The grant/loan project number for the agreement between the State of New Jersey and the Project Sponsor.
- 5b. The grant/loan project number for the contract between the Project Sponsor and its contractor(s).
6. Include brief description of project.
7. Self-explanatory.
- 8a. The county in which the Project Sponsor is located.
- 8b. The municipality in which the Project Sponsor is located.
9. The date of the agreement between the State of New Jersey and the Project Sponsor.
- 10a. The date of agreement between the Project Sponsor and the contractor.
- 10b. Self-explanatory.
11. Indicate MBE and WBE goals based upon project plan for SED utilization developed in consultation with the Office. These goals may vary depending upon local law. Where a Project Sponsor has a SED participation goal which exceeds ten percent, the Project Sponsor's goal shall take precedence.
12. Enter the name, address and telephone number of each SED participating in the building phase as a subcontractor under agreement with the construction management firm or the Project Sponsor. Check applicable MBE or WBE status of each listed SED. Explain type of service rendered and list the total dollar amount of the subcontract. Each entry must be accompanied by a copy of the signed subcontract.

**Restricted** - Bids may be solicited on a restricted basis by setting aside a contract for building, materials and equipment, or services which is designated as a contract for which bids are invited and accepted only from SEDs.

**Unrestricted** - Bids may be solicited on an unrestricted basis and not designated for a set-aside contract, but the contract document shall include a statement to the effect that the successful bidder must fulfill the SED utilization requirements.

- 13. See instructions for Item 12. This section is designated for SEDs participating in the building phase of a project as a subcontractor under agreement with building contractor(s).
- 14. Person signing must be the designated Project Compliance Officer of the Project Sponsor. The contractor(s) or the authorized presentative of the contractor(s).
- 15. Additional comments or explanations. Refer to the specific item number on the form, if applicable.

OEO-002

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 NEW JERSEY MUNICIPAL FINANCE & CONSTRUCTION ELEMENT  
 OFFICE OF EQUAL OPPORTUNITY & PUBLIC CONTRACT ASSISTANCE

**CONSTRUCTION REPORT**

SOCIALLY AND ECONOMICALLY DISADVANTAGED (SED) BUSINESS UTILIZATION

1. ***Read Instructions Before Completing Form.***

2a. Project Sponsor

Name

-----

Address

-----

-----

2b. Project Compliance Officer \_\_\_\_\_

3. Contractor

Name

-----

Address

-----

-----

4. Financing Program (check applicable program(s))

- \_\_\_\_ a. Wastewater Treatment Fund    \_\_\_\_ b. Wastewater Treatment Trust    \_\_\_\_ c. Pinelands Infrastructure Trust
- \_\_\_\_ d. Stormwater Management    \_\_\_\_ e. Water Supply

5a. Project Number \_\_\_\_\_

5b. Contract Number

6. Project Name

-----

7. Contract Amount \$ \_\_\_\_\_

8a. County \_\_\_\_\_

8b. Municipality

-----

9. Date of Grant/Loan Agreement \_\_\_\_\_

10a. Date of Contract Award \_\_\_\_\_ 10b. Duration of Contract: Mo. \_\_\_\_\_ Days \_\_\_\_\_

11. STATE GOAL OR OTHER STANDARDS (IF ANY)

Contracting Agency=s Requirement

	<u>DOLLAR AMOUNT</u>	<u>PERCENTAGE OF CONTRACT AMOUNT</u>
MBE	\$ _____	_____ %
WBE	\$ _____	_____ %
TOTAL SED	\$ _____	_____ %

12. A/E and Other Professional Service Subcontracts Awarded During the Building Phase

Name, Address and Telephone No. WBE	MBE/	Type of Service Rendered	Amount	Dollar Number Amount Award	Subcontract (R/U)	Subcontract	Date of Subcontract	Type of Award*
1. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
2. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
3. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
4. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
5. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
6. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							

\* *Restricted/Unrestricted*

13. Other Subcontract Awards Made Under the Building Phase

Name, Address and Telephone No. WBE	MBE/	Type of Service Rendered	Amount	Dollar Amount Award	Subcontract (R/U)	Subcontract	Date of Subcontract	Type of Award*
1. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
2. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
3. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
4. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
5. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							
6. _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees	_____							

\* *Restricted/Unrestricted*



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**OFFICE OF EQUAL OPPORTUNITY  
AND  
PUBLIC CONTRACT ASSISTANCE**

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**MUNICIPAL FINANCE  
AND  
CONSTRUCTION ELEMENT**

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**SED PARTICIPATION**

**MONTHLY PROGRESS REPORT**  
(OEO-003)

# NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION SED UTILIZATION IN ENVIRONMENTAL INFRASTRUCTURE FINANCING PROGRAM

## MONTHLY PROGRESS REPORT

Contractor \_\_\_\_\_

Project Number \_\_\_\_\_

Project Name \_\_\_\_\_

Contract Amount \_\_\_\_\_

Report Month/Year \_\_\_\_\_

The following information is required in order to assist the Project Compliance Officer and the New Jersey Department of Environmental Protection in monitoring the SED (small business enterprises owned and controlled by socially and economically disadvantaged individuals) Utilization progress and activity in the Environmental Infrastructure Financing Program. Each contractor shall respond to each of the listed items. Whenever evidence of completion of each item is available, copies of itemized documents are to be submitted to the Project Compliance Officer.

Over the past month has any action on any item taken place? Please explain each.

- 1. Copies of Solicitation to SED=s \_\_\_\_\_ Yes    \_\_\_\_\_ No
- 2. Advertisement of bidding or procurement opportunities \_\_\_\_\_ Yes    \_\_\_\_\_ No
- 3. Evidence of negotiation with SEDs \_\_\_\_\_ Yes    \_\_\_\_\_ No
- 4. Copies of telephone quotes/negotiations \_\_\_\_\_ Yes    \_\_\_\_\_ No
- 5. Copies of signed subagreements \_\_\_\_\_ Yes    \_\_\_\_\_ No
- 6. Have any subcontracts been awarded in the past month \_\_\_\_\_ Yes    \_\_\_\_\_ No

Please provide an explanation for Questions 1 through 6.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Contractor*

\_\_\_\_\_  
*Signature of Project Compliance Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE	2. PROJECT NO.	3. CONTRACT NO.	4. MODIFICATION NO.
5. TO (CONTRACTOR)		6. PROJECT LOCATION AND DESCRIPTION	

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

\_\_\_\_\_

Date Type Name and Title Signature

8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:

As a result of the above, the contract price is revised as follows:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL COST</u>
-----------------	-------------------------	-------------------	---------------------------	-------------------

TOTAL COST OF THIS MODIFICATION \$ \_\_\_\_\_

The contract time is hereby: increase  decrease  or remains the same  by \_\_\_\_\_ calendar days as a result of this modification.

The foregoing modification is hereby accepted:

CONTRACTOR	OWNER	(NJPE SEAL)	ENGINEER
BY: _____	BY: _____	BY: _____	
DATE: _____	DATE: _____	DATE: _____	

APPROVAL:

\_\_\_\_\_

STATE OF NEW JERSEY DATE

### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE	10. PROJECT NO.	11. CONTRACT NO.	12. MODIFICATION NO.
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
(Proposed)			
NET INCREASE \$ _____	NET DECREASE \$ _____	CALENDER DAYS INCREASE _____ DAYS	
DATE:	TYPE NAME AND TITLE:	SIGNATURE:	

## CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO.	15. CONTRACT NO.	16. MODIFICATION NO.
17. ORIGINAL CONTRACT BID PRICE ..... \$ _____ TOTAL OF PREVIOUS CHANGE ORDERS ..... \$ _____ TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ _____		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:	SIGNATURE:

**Use of the Change Order Form entitled "Contract Modification Proposal and Acceptance"**

- When the Loanee wishes to issue a change to the contract, the attached "Contract Modification Proposal and Acceptance" form should be used as a request for proposal. Upon final settlement of the change, this same form is then completed and serves as the contract modification.
- The Loanee in requesting a proposal for a change would execute items 1 thru 8 (exclusive of the revised contract price and duration data) and 9 thru 12. Pages 1 and 2 of this form are then forwarded to the contractor, specifying scope of work and requesting the contractor's proposal.
- The contractor should execute page 2 of the form. He then submits pages 1 and 2 of the form as his proposal, attaching additional sheets as necessary to provide his detailed breakdown of costs.
- Upon negotiation of a final settlement, the Loanee completes page 1 of the form, and all concerned parties (Contractor, Engineer, Owner) sign this document as the contract modification.
- Page 3 of the form is executed by the Loanee for documentation of the change, and to provide the necessary details for review by the Regulatory Agencies.
- Submit a minimum of two original copies fully executed with raised engineer's seal. It is suggested that one original be kept for your records.

**Detailed Instructions for Executing "Contract Modification Proposal and Acceptance" Form**

- Item 1. Enter the name of the Loanee.
- Item 2. Enter State Project number.
- Item 3. Enter the contract number or designation.
- Item 4. Enter the number identifying this modification.
- Item 5. Enter the name of the Contractor.
- Item 6. Enter the project title and location.
- Item 7. Requests a proposal for the specified change order work, but does not direct contractor to proceed. The owner or his authorized representative must execute this statement by signature with date and title blocks entered.
- Item 8. Provide a clear description of the scope of work for this change. Upon final settlement of the modification costs, enter cost data by line item for unit priced items or by sum; and state total cost of this modification - net increase, decrease or no change in contract price. Enter appropriate information for any change in contract time, including number of calendar days involved. The modification is executed when all appropriate signatures are included.
- Items 9 - 12. Same as items 1 - 4.
- Item 13. Executed by the contractor, stating net effect of change in appropriate box for money and time. A detailed breakdown must be provided in this item; and appropriate signature of authorized representative of contractor included.
- Item 14. Enter the Loanee's name and State Project number.
- Item 15. Enter the contract number or designation.
- Item 16. Enter number identifying this modification.
- Item 17. Enter appropriate financial data.
- Item 18. Explain and justify the reasons for this change order, i.e., clearly indicate why the change is necessary by category as follows differing site conditions, errors and omissions in plans and specifications, design changes, overruns/underruns in quantities, changes instituted by regulatory agencies, factors affecting time of completion.
- Item 19. Explain all other impacts resulting from this change with estimate of costs involved. This should include impact on other contractors and the Consulting Engineers.

SECTION 1022  
Item 20. Document that negotiations were held as required by the regulations and explain the events leading to the final settlement in price and time. This statement should include, at a minimum, date and location of negotiations, persons attending, summary of negotiations leading to final price and time settlements, and a statement that the agreed-to price is "fair and reasonable".

**TECHNICAL SPECIFICATIONS**

**FOR**

**PROPOSAL B – WATER MAIN INSTALLATION AND  
PROPOSAL C – GREEN INFRASTRUCTURE**

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## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Work Included.
- B. Project Location.
- C. Contractor's Use of Premises.
- D. Work Sequence.
- E. Special Requirements.
- F. Regulatory Issues and Permits.

##### 1.02 WORK INCLUDED

- A. The scope of work for the Water Main Installation and Green Infrastructure is fully described in the plans and these specifications, however, generally consists of the following:
  - 1. Mobilization to site.
  - 2. Location of all existing utilities within the project limits where excavation will be required.
  - 3. Notification of property owners affected by construction.
  - 4. Maintain and protect traffic (if necessary).
  - 5. Temporary bypass pumping, hydrants and service connections (if necessary).
  - 6. Installation of Soil Erosion and Sediment Control Measures (if necessary).
  - 7. Installation of a complete and operational 8" DIP water main.
  - 8. Installation of a complete and operational 12" DIP water main.
  - 9. Connect to existing water mains.
  - 10. Installation of a new system gate valves.

11. Installation of new fire hydrants and services.
12. Backfill and trench restoration.
13. Testing of all installed piping.
14. Disinfection of all installed piping.
15. Construct traffic island bump-outs (curbing).
16. Relocate gas, telephone, cable, lighting and electrical services for implementation of green infrastructure.
17. Clearing and excavation and install rain gardens and volume storage tanks.
18. Install facilities for storage of monitoring equipment.
19. Install conduit and electrical facilities for lighting and green infrastructure monitoring systems.
20. Construct new ADA compliant ramps at intersection.
21. Provide new drainage connections (inlets and piping) to existing sewer for drainage overflow.
22. Concrete repair/restoration
23. Pavement repair.
24. Restoration and cleanup.

### 1.03 PROJECT LOCATION

- A. Project sites are as shown on the “location map” on the title sheet of the drawing set and:
  - a. Along Washington Street from Observer Highway to 14<sup>th</sup> Street.

### 1.04 CONTRACTOR’S USE OF PREMISES

- A. The Contractor shall limit and coordinate its use of the Project Site to comply with the following conditions:
  1. The Contractor shall only use the Project Site for performing the Work. No other business or personal operations shall be conducted on the Site by the Contractor, its employees or Subcontractors.

2. Activities and Work must be coordinated by the Contractor so as to not interfere with the operations of property Owners.
3. Areas for staging and storage of materials and equipment are very limited and are to be requested by the Contractor in advance and are subject to the Engineer's prior written approval. If the staging or storage of materials in such areas later cause interference with the operations of the Owner, the Contractor will be obligated to promptly relocate the stored materials and equipment at its own expense.
4. Subject to the other provisions of the Contract Documents, the Contractor shall obtain off-site storage and staging areas to perform the Work of the Contract at its own expense. No additional payment will be made for off-site storage or staging areas.
5. The Contractor shall be responsible for the security of its materials, equipment, tools, offices, vehicles, and other property, whether located at the Project Sites or elsewhere. Security will not be provided by the Owner, Engineer or others.
6. The Contractor shall locate and maintain its materials, equipment, and other property located at the Project Sites in an orderly, safe manner.
7. The Contractor shall not use the utilities or facilities, such as water, electricity, phones, toilets and garage areas, belonging to the Owner unless specifically stated herein. The Contractor shall provide its own facilities to perform the Work as indicated in the Contract Documents.

#### 1.05 WORK SEQUENCE

- A. Submit a detailed Progress Schedule as required by Specification Section 01310 for Owner and Engineer for review and approval. The Contractor's detailed Progress Schedule shall incorporate tasks and milestones from the written construction sequence and shall be available for review at the pre-construction meeting.
- B. Work sequence shall incorporate proper staging along a block by block basis.
- C. The Progress Schedule must be coordinated with the Owner and Engineer and may be adjusted by the Owner and Engineer during its development and throughout construction.

#### 1.06 SPECIAL REQUIREMENTS

- A. The Contractor shall obtain the Owner approval, which may be withheld or delayed in the Owner's sole discretion, prior to proceeding with any Work that

involves a pump station interruption or stoppage.

#### 1.07 REGULATORY ISSUES AND PERMITS

- A Municipal Code Permits and Fees: The Contractor is responsible to pay all license and permit fees related to its Work that is regulated, permitted and/or inspected by the Municipal Code Departments and shall also coordinate all inspections required by authorities having jurisdiction.

END OF SECTION 01010

## SECTION 01012B

### MEASUREMENT AND PAYMENT FOR PROPOSAL B

#### PART 1 - GENERAL

##### 1.01 SCOPE

- A. This Section includes specification for the measurement and payment of the various elements of the Work; with provisions applicable to lump sum prices, unit prices, and allowances, if applicable.
- B. In the case of conflict between this Section and the measurement methods specified in the individual Technical Sections, the measurement methods in the technical specifications shall govern.
- C. The Contractor shall receive no payment for any portion of the work until it is installed. The only exception to this is payment for stored materials on site if the Contract provides for the payment of stored materials. Partial payment may be requested for items partially installed.

##### 1.02 RELATED WORK

- A. Schedule of Values is included in Section 01370.
- B. General Conditions

##### 1.03 LUMP SUM ITEMS

- A. Lump Sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as indicated in the Bid Form. Measurement and payment for all bid items indicated as Lump Sums shall include the cost of all labor, materials and equipment necessary to furnish, install, clean, test, and place each bid item into operation; including permitting, general conditions, overhead and profit.
- B. Progress payments will be based on the Schedule of Values prepared by the Contractor and approved by the Engineer and Owner before acceptance of the first Application for Payment.
- C. In order for the Contractor to request progress payments against Lump Sum items, Contractor shall provide a disaggregation or breakdown in sufficient measureable detail that is acceptable to the Engineer.
- D. Schedule of Values shall show the purchase and delivery costs for materials and equipment that the contractor anticipates it shall request payment for prior to their

installation.

E. Measurement

1. Measurement shall be based on the estimated percent complete of each item of the Schedule of Values, as determined by the Engineer.

F. Payment

1. Payment will be made at the lump sum price proportional to the completion percentages approved by the Engineer.

1.04 ALLOWANCES

A. Allowances, if any, specified in the Contract Documents and indicated in the Bid Form are considered provisional amounts to be used only if needed. Allowances are exclusive of work indicated in the Contract Documents for which payment is included under other items in the Bid Form. No work may be performed under an allowance without prior written approval of the Owner.

B. Any unused balance of the allowances shall revert to the Owner upon completion of the project. Prior to final payment, the original amount provided for allowances shall be adjusted to actual costs by deductive Change Order, adjusting the contract price, accordingly.

C. The Contractor shall make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any unexpended portion of the allowances.

D. The Contractor is to include time for allowance work in the construction schedule. No adjustment of Contract Time shall be allowed for any work performed under allowance items.

E. Allowance items shall be included in the Schedule of Values.

F. Unless otherwise indicated in the specific measurement and payment provisions under allowance items, the measurable and allowable costs for work performed under an Allowance item shall be limited to the actual, demonstrable, and direct costs associated with that Allowance item. Sales tax is not an allowable cost.

1. No mark-up for overhead or profit shall be included for payment under an Allowance account item. Overhead and profit shall be included in the contract base bid or allocated across other bid items.

2. Work authorized by the Owner under an allowance may be performed as a lump sum (negotiated before the fact), unit prices (when applicable), or

time and material. For work performed under time and material, Contractor shall submit detailed verification (break- down) of all costs, subject to the approval of the Engineer or Owner.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 MOBILIZATION

A. Measurement

1. Measurement for mobilization will be on a lump sum basis.

B. Payment

1. Payment for Mobilization will be made at the lump sum price bid in the Proposal and shall be complete compensation for initiating the contract, insurance, bonds, fees, permits, provisions of field offices, furnishing temporary utilities, and other services required for the initiation of the work. Payment shall also provide full compensation for any other work which is not specified or shown but which is required to bid for Mobilization shall be payable to the Contractor whenever he /she shall have completed 10 percent of the work of the Contract. For the purposes of this Bid Item, 10 percent of the work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly pay requisitions based on the approximate quantities of work done, shall exceed 10 percent of the total price bid for the contact.
2. The lump sum price bid for mobilization is limited to the following maximum amounts:

<u>Original Contract Amount (Including Mobilization)</u>		<u>Maximum Amount for Item of Mobilization</u>
<u>From More Than</u>	<u>To and Including</u>	
0	100,000	3,000
100,000	500,000	15,000
500,000	1,000,000	30,000
1,000,000	2,000,000	60,000
2,000,000	3,000,000	90,000
3,000,000	4,000,000	120,000
4,000,000	5,000,000	125,000
5,000,000	6,000,000	150,000

6,000,000	7,000,000	175,000
7,000,000	10,000,000	200,000
10,000,000		2.5% of amount bid

### 3.02 POLICE TRAFFIC DIRECTORS

- A. Measurement for police traffic directors shall be the direct payment of costs related to police traffic directors on site for traffic duties. The Contractor will be required to submit copies of invoices showing the hours and pay rates for each officer. The Contractor cannot add profit, administrative, overhead or any other fees to the hourly rate billed by the municipality. The payment for police traffic directors will be made from the allowance.

### 3.03 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. Payment for maintenance and protection of traffic shall be made at the lump sum price bid in the Proposal. This price shall include the fixed signs and traffic control devices for day and night work, Traffic Control Coordinator, and all labor, equipment, and materials necessary for erecting and maintaining the signs and traffic control devices, relocating traffic control devices, protection or replacement of traffic signalization equipment, and all else necessary therefore and incidental thereto.

### 3.04 SOIL EROSION AND SEDIMENT CONTROL

- A. Measurement
  - 1. Soil Erosion and Sediment Control – Lump Sum
- B. Payment
  - 1. Payment for soil erosion and sediment control shall be made on a lump sum basis covering all work of erosion and sediment controls specified in these specifications and shown on the plans, or as directed by the Engineer. This price shall include the removal of such measures at completion of the construction project, or at such time when all disturbed areas are stabilized, and all else necessary therefor and incidental thereto.

### 3.05 UTILITY TEST PITS

- A. Measurement
  - 1. Measurement for Utility Test Pits will be on a cubic yard unit basis.
- B. Payment

1. Payment will be made for each exploratory excavation (or test pit) actually dug, as shown on the plans or as directed by the Engineer at the unit price bid in the Proposal. This price shall include all costs for traffic protection; excavation and backfill; protection of utilities; dewatering; temporary sheeting and bracing; measuring and recording and sketching the location of all utilities encountered; cleanup; paving; maintenance of pavement; and all labor and equipment necessary to dig utility test pits as specified herein.
2. All paving and milling costs associated for pavement repair of exploratory excavations (or utility test pits) shall be included in the unit price bid for exploratory excavations.

### 3.06 COARSE AGGREGATE BEDDING

- A. The quantity of coarse aggregate bedding for which payment will be the actual amount of bedding material authorized and used, as measured in place in cubic yards, within the limit of the detail, or as directed by the Engineer. No payment will be made for material used for percolation stone, for the Contractor's convenience, to fill over excavations, or any other use not specified herein.
- B. The maximum pay width will be 36" plus the outside diameter of the pipe. The depth and length to be used in the volume computation shall be the actual dimensions to which the material is placed as shown on the details or ordered by the Engineer. In the event the Engineer orders additional under-cutting, payment volume shall be calculated based on the maximum width of 36" plus the outside diameter of the pipe.
- C. Payment for coarse aggregate shall be for the quantity in cubic yards as measured above at the unit price bid. This price shall include all labor, equipment, and materials; excavation and grading; furnishing, placing, compacting, and shaping of the embedment material.
- D. All costs for excavation required to place coarse aggregate bedding materials to the depths indicated on the plans and details, or to the depths ordered by the Engineer, shall be included in the unit price bid for this item.

### 3.07 DENSE GRADED AGGREGATE TRENCH BACKFILL

- A. Measurement
  1. Measurement for Dense Graded Aggregate Subbase will be on a cubic yard basis within the limits of the detail.
- B. Payment
  1. Payment for dense graded aggregate subbase shall be made at the cubic

yard price bid in the Proposal. This price shall include supplying and stockpiling aggregate, placing, compacting subbase, and all else necessary therefore and incidental thereto.

### 3.08 BACKFILLING AND COMPACTION

- A. The quantity of backfilling and compaction for pipe work for which payment will be made will be measured in place along the length of pipe actually laid in accordance with the plans or at the direction of the Engineer. Quantity for backfilling and compaction will be measured identically to the quantity measurements of pipe.
- B. Payment for backfilling and compaction for pipe work shall be made for the quantity in linear feet as determined above at the price bid per linear foot in the Proposal. This payment shall include all costs of labor, material, and equipment for placing backfill, obtaining the required density, and allowing for the necessary compaction tests, and all else necessary for and incidental to the work as specified herein. After successful completion of the backfill compaction effort and, if directed by the Engineer, verification of same by soil density test, the Contractor will be eligible for payment for this item.
- C. No separate payment will be made for Backfilling and Compaction for service connections. The cost shall be included in the price bid for said items in the Proposal.

### 3.09 DENSE GRADED AGGREGATE BASE COURSE 6"

- A. Measurement
  - 1. Measurement for Dense Graded Aggregate Subbase will be on a square yard basis.
- B. Payment
  - 1. Payment for dense graded aggregate subbase shall be made at the square yard price bid in the Proposal. This price shall include supplying and stockpiling aggregate, scarifying substrate surface, placing, compacting subbase, and all else necessary therefore and incidental thereto.

### 3.10 HOT MIX ASPHALT 19M64 BASE COURSE 6"

- A. Measurement
  - 1. Measurement for Hot Mix Asphalt 19M64 Base Course will be on a square yard basis.

B. Payment

1. Payment for hot mix asphalt 19M64 base course shall be made at the square yard price bid in the Proposal. This price shall include excavation, furnishing, placing at the thicknesses noted on the construction drawings, compacting, testing base course, and all else necessary therefore and incidental thereto.

3.11 HOT MIX ASPHALT 9.5M64 SURFACE COURSE 2”

A. Measurement

- 1 Measurement for pavement repair for which payment will be made will be the actual pavement area affected by the trench within the repair limits shown on the standard details, as measured in square yards.

B. Payment

1. Payment for the bituminous concrete surface course (Hot Mix Asphalt Surface Course) will be made for the quantity of pavement in square yards as measured above at the unit price bid for each thickness class in the Proposal. These prices shall be considered compensation for all labor, materials and equipment used to pave all streets disturbed during construction, in accordance with the plans, specifications, and details. Included in these prices shall be all costs for leveling courses, cleaning and broom sweeping, tack coats, adjustments of manhole castings and other structures, removal of core samples, replacement of pavement stripes and markings and all else necessary and incidental to the work described herein

3.12 PAVEMENT MILLING

A. Measurement

1. Measurement for milling will be on a square yard basis.

B. Payment

1. Payment for milling will be made for the quantity of milling in square yards as measured above at the unit price, regardless of thickness, in the proposal. These prices shall be considered compensation for all labor, materials, and equipment used to mill all trench areas disturbed during construction

### 3.13 WATER MAINS

- A. The quantity of water main for which payment will be made will be the length of pipe and fittings, measured along the centerline, for each type and diameter of pipe actually laid in accordance with the plans and specifications or as directed by the Engineer.
- B. Payment for water pipe will be made for the length of each type, class and size as determined above, at the price bid per linear foot in the Proposal. This price above shall include mobilization, excavation, location and protection of utilities, cutting and removal of bituminous pavements, **concrete base cutting and removal, buried trolley track removal, buried Belgian block removal**, dewatering, furnishing, laying and assembling pipe, line caps, fittings, reducers, sheeting, shoring, bracing, plumbing, thrust blocks, pipe restraints, pressure testing, flushing, sterilization and disinfection of water mains, backfilling and compaction, protection of utilities, location and removal of existing pipe where required, demobilization, all material, labor and equipment, and all else necessary for and incidental to the work of installing water mains. This shall also include preparation of as built drawings in accordance with Section 01720.
- C. No additional payment will be made for installing water mains at depths affording greater or less than four feet of cover. All work shall be included under the unit price bid per linear foot of pipe scheduled in the Proposal.
- D. No separate payment shall be made for adapters, fittings, joint restraint, repair clamps, couplings or concrete thrust blocks. The cost for this work shall be included in the unit price bid per linear foot of pipe scheduled in the Proposal.
- E. No separate payment shall be made for installation of pipe caps with mechanical joints for active pipes to remain in place as shown on the details and as indicated on the plans.
- F. There shall be no additional payment for any special fittings or other materials required to connect new pipe to existing or for delays which result from the condition of the existing pipe. Existing pipe may be deteriorated out of round and/or an odd size. The Contractor is responsible for providing and installing repair clamps which fit securely and provides a watertight seal for the unit price bid per linear foot of pipe scheduled in the Proposal.

### 3.14 WET TAPS

- A. The quantity of wet taps for which payment will be made will be the number of wet taps actually installed in accordance with the Plans or as directed by the Engineer.

- B. Payment for wet taps shall be made for the quantity of each size wet tap as determined above, at the price bid in the Proposal for Wet Taps.
- C. This price shall include costs for furnishing, placing, assembling, drilling, tapping sleeves, flushing, sterilizing, pressure testing, all materials including tapping valve, labor, equipment, and all else necessary for an incidental to the work of installing wet taps. The cost for furnishing, and installing reducers/increasers and pipe between the gate valve and reducer/increaser shall also be included.

### 3.15 GATE VALVES

- A. The quantity of gate valves for which payment will be made will be the number of gate valves complete with valve boxes, actually installed in accordance with the Plans and Specifications or as directed by the Engineer. Auxiliary gate valves for hydrants are not included for payment under this item.
- B. Payment for gate valves will be made for the quantity of each size gate valve as determined above at the price bid per unit in the Proposal for Gate Valves. This price shall include the cost of excavation, furnishing, placing and assembling gate valves and valve boxes complete with lid, broken stone bedding, adjustment of valve box to grade, flushing and sterilizing, plumbing of valves boxes, backfill and compaction, labor and equipment, and all else necessary for and incidental to the work of installing gate valves.

### 3.16 FIRE HYDRANT ASSEMBLY

- A. The quantity of fire hydrants for which payment will be made will be the number of fire hydrants complete with 6" connecting pipe from main to hydrant, auxiliary gate valve and valve box actually installed in accordance with the Plans or as directed by the Engineer.
- B. Payment for fire hydrants will be made for the quantity of fire hydrants and auxiliary gate valves as determined above at the price bid per unit in the Proposal for "Fire Hydrant Assembly," which price shall include the cost of excavation, furnishing, placing, assembling, hydrant valve, auxiliary gate valve, valve box, 6" connection pipe to main, anchoring tee, joint restraints, plumbing of hydrants, backfill and compaction, pavement, testing, disinfection, all materials, labor and equipment, and all else necessary therefore and incidental thereto.

### 3.17 EXISTING FIRE HYDRANT REMOVAL

- A. The quantity of fire hydrants removed for which payment will be made will be the number of fire hydrants removed including the 6" connecting pipe from hydrant to the auxiliary valve in accordance with the Plans or as directed by the Engineer.
- B. Payment for fire hydrant removal will be made for the quantity of fire hydrants removed as determined above at the price bid per unit in the Proposal for

“Remove Existing Fire Hydrant Assembly,” which price shall include the cost of excavation, demo and removal of connection pipe, hydrant, capping at auxiliary gate valve, backfill and compaction, pavement restoration, disposal, labor and equipment and all else necessary therefore and incidental thereto.

### 3.18 CUT AND CAP EXISTING WATER MAIN

- A. Measurement for cut and cap existing water main will be on per unit basis with each unit being a pair of cut and caps for each excavated location.
- B. Payment for cut and cap existing water main will be made for the quantity of each cut and cap pair for a given abandonment location as determined above at the price bid per unit in the Proposal for “Cut and Cap” for each designated size. Price shall include the cost of excavation, cutting, capping, backfill and compaction, pavement restoration, labor and equipment and all else necessary therefore and incidental thereto.

### 3.19 INSERTION VALVES

- A. The quantity of insertion valves for which payment will be made will be the number of valves inserted complete with valve boxes, actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for insertion valves will be made for the quantity of each size valve as determined above at the price bid per unit in the Proposal for Insertion Valves. This price shall include the cost of excavation, furnishing, inserting, placing and assembling valves and valve boxes complete with lid, broken stone bedding, adjustment of valve box to grade, flushing and sterilizing, plumbing of valves boxes, backfill and compaction, labor and equipment, and all else necessary for and incidental to the work of installing insertion valves.

### 3.20 LINE STOPS

- A. The quantity of line stops for which payment will be made will be the number of line stops actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for line stops will be made for the quantity of each size as determined above at the price bid per unit in the Proposal for line stops. This price shall include the cost of excavation, furnishing, inserting, placing and assembling, broken stone bedding, adjustment to grade, flushing and sterilizing, removal, blind flanging, backfill and compaction, labor and equipment, and all else necessary for and incidental to the work of installing line stops.

### 3.21 WATER SERVICE CONNECTION TO CURB STOP

- A. The quantity of water service connections for which payment will be made will be on a unit price basis for each connection constructed in accordance with the plans or as directed by the Engineer.
- B. Payment will be made for each connection as above determined at the unit price bid scheduled in the proposal for “Water Service Connections” which price shall include locating of the water service, cutting pavement, excavation, pipe, corporation stop, laying, jointing, adapters, sheathing, shoring, plumbing, connection to the water main as directed, abandoning the existing service including capping it, reconnection to existing water service, connection to the existing curb stop, backfilling, compaction, base pavement restoration, locating existing utilities and all necessary therefore or incidental thereto.

### 3.22 BYPASS FOR TEMPORARY SERVICES

- A. The quantity of by-passing for which payment will be made, shall be the actual linear feet of by-passing, regardless of pipe size.
- B. Payment for flow by-passing to provide temporary water services will be for the quantity as determined above, regardless of pipe size, measured on an LF basis as scheduled in the proposal. This payment shall include all costs of labor, materials, and equipment for by-pass piping installation, temporary service connections, operation removal, including all necessary pipe and fittings, plugs, continuous monitoring and all else necessary and incidental to the work as specified.

### 3.23 CURB STOPS

- A. The quantity of curb stops for which payment will be made will be the number of curb stops complete with curb boxes, actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for curb stops will be made for the quantity of each size valve as determined above at the price bid per unit in the Proposal for Curb Stops. This price shall include the cost of excavation, furnishing, placing and assembling valves and boxes complete with lid, adjustment of box to grade, plumbing of boxes, backfill and compaction, labor and equipment, sidewalk and curb restoration, connection to existing and new service lines and all else necessary for and incidental to the work of installing curb stops.

### 3.24 FUEL AND ASPHALT PRICE ADJUSTMENT

- A. The Owner will measure and make payment for Fuel and Asphalt Price Adjustment on a lump sum basis.

B. With the adjustments:

1. The Owner has provided in the proposal a maximum lump sum allowance for the price adjustment that the owner has found to be reasonable and has funds available to pay.
2. The maximum increased payment the Owner will make due to a net increase in costs of items subject to price adjustment is the lump sum amount established in the proposal.
3. The maximum reduction in payment that the Owner will make due to a net decrease in costs of items subject to price adjustment is not constrained by the Lump Sum amount established in the proposal.
4. Final payment for the price adjustment items in the Proposal will be an additional amount equal to the lesser of the actual net increase in costs or the Proposal Lump Sum amount or, if there is a net decrease in costs, will be a reduction (credit) equal to the net decrease in costs.
5. Adjustments due to decreases in costs will always be made; however, no adjustment due to increases in cost will be made for the portion of work items completed after the contract completion date (IB.3) unless an extension time is approved.
6. Prior to each progress payment, the CONTRACTOR will provide, in form acceptable and for review and approval by the Engineer, a proposed calculation of required price adjustments for the items constructed during the period.

NO FUEL ADJUSTMENT WILL BE MADE IN ANY MONTH WHERE THE FUEL PRICE INDEX HAS CHANGED LESS THAN 5% FROM THE BASIC FUEL PRICE.

3.25 CONCRETE ENCASEMENT

A. Measurement

1. The quantity of concrete for which payment shall be made will be the volume of concrete actually placed in accordance with plans, details, specifications, and at the direction of the Engineer.

B. Payment

1. Payment for the concrete will be made for the quantity as determined above, measured in cubic yards, at the price bid per cubic yard in the Proposal. The price shall include all costs of construction; excavation and

backfill; forms, and removal thereof, if necessary; furnishing and placing of all materials; labor; equipment; and all else necessary and incidental to the work.

### 3.26 SAMPLE AND WASTE CLASSIFY SOILS

- A. The item Sample and Waste Classify Soils will be paid on a per location basis. This item includes **but is not limited to** necessary sampling, testing, classification, and disposal of all excavated material, field sampling and laboratory analysis, and submittal of NJDEP forms, preparation and obtaining permits and paying fees for classifying excavated materials per NJDEP requirements. The sample shall be acquired at the depth required from the Contractor's selected disposal site. The sample shall be tested for all the parameters required by the Contractor's selected disposal site. **Any additional sampling required by the disposal facility will be at the contractor's expense.**

### 3.27 LOAD, HAUL AND DISPOSE OF EXCAVATED SOILS

- A. Payment for quantities for the bid item "Load, Haul and Dispose of Excavated Soils" shall be measured in place on a cubic yard basis. The price shall include labor, equipment, material, excavation, staging, hauling, disposal at a proper disposal facility, backfilling and compaction with clean borrow material and all else necessary and incidental thereto the work of soil disposal. Equal quantity of borrow material shall be included in the unit price.
- B. Per N.J.P.L. 2012, Chapter 73, if the soil for the project site cannot be disposed of pursuant to the plans, specifications and bid proposal documents including SP-35 due to contaminated soils being found to be different from the non-hazardous classification, the contracting unit shall approve consistent with and subject to the Local Public Contract Law, P.L. 1971, 198, a change order to reimburse the contractor for the additional reasonable costs as determined by the contracting unit for the testing and disposal of the soils.

### 3.28 MONITORING FOR SERVICE SWITCH-OVERS

- A. The quantity of Monitoring for Service Switch-Overs for which payment will be made, shall be the actual number of properties where this is carried out.
- B. Payment for Monitoring for Service Switch-Overs will be for the quantity as determined above, regardless of time required to conduct new service switch overs. Payment shall include all labor and professional services including temporary standby pump installation to ensure that properties with existing fire suppression systems are continually protected.

### 3.29 RESTORATION AND CLEAN UP

- A. Measurement for Restoration and Cleanup will be on a lump sum basis.
- B. Payment for restoration and cleanup will be made on a lump sum basis for all work as specified above not otherwise scheduled in the Proposal. The price shall include all materials, labor, equipment, and all else necessary for restoration of roadway, driveway, and sidewalk pavements, crosswalks and curbs, fences, etc., as required for completion of work as specified herein.

The amount scheduled in the Proposal for the Item "Restoration and Clean Up" shall also include repair and/or replacement of any items damaged by the Contractor's operations, as well as any work, not individually scheduled in the Proposal which is required for the completion of the project.

END OF SECTION 01012B

## SECTION 01012C

### MEASUREMENT AND PAYMENT FOR PROPOSAL C

#### PART 1 - GENERAL

##### 1.01 SCOPE

- A. This Section includes specification for the measurement and payment of the various elements of the Work; with provisions applicable to lump sum prices, unit prices, and allowances, if applicable.
- B. In the case of conflict between this Section and the measurement methods specified in the individual Technical Sections, the measurement methods in the technical specifications shall govern.
- C. The Contractor shall receive no payment for any portion of the work until it is installed. The only exception to this is payment for stored materials on site if the Contract provides for the payment of stored materials. Partial payment may be requested for items partially installed.

##### 1.02 RELATED WORK

- A. Schedule of Values is included in Section 01370.
- B. General Conditions

##### 1.03 LUMP SUM ITEMS

- A. Lump Sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as indicated in the Bid Form. Measurement and payment for all bid items indicated as Lump Sums shall include the cost of all labor, materials and equipment necessary to furnish, install, clean, test, and place each bid item into operation; including permitting, general conditions, overhead and profit.
- B. Progress payments will be based on the Schedule of Values prepared by the Contractor and approved by the Engineer and Owner before acceptance of the first Application for Payment.
- C. In order for the Contractor to request progress payments against Lump Sum items, Contractor shall provide a disaggregation or breakdown in sufficient measureable detail that is acceptable to the Engineer.

- D. Schedule of Values shall show the purchase and delivery costs for materials and equipment that the contractor anticipates it shall request payment for prior to their installation.
- E. Measurement
  - 1. Measurement shall be based on the estimated percent complete of each item of the Schedule of Values, as determined by the Engineer.
- F. Payment
  - 1. Payment will be made at the lump sum price proportional to the completion percentages approved by the Engineer.

#### 1.04 ALLOWANCES

- A. Allowances, if any, specified in the Contract Documents and indicated in the Bid Form are considered provisional amounts to be used only if needed. Allowances are exclusive of work indicated in the Contract Documents for which payment is included under other items in the Bid Form. No work may be performed under an allowance without prior written approval of the Owner.
- B. Any unused balance of the allowances shall revert to the Owner upon completion of the project. Prior to final payment, the original amount provided for allowances shall be adjusted to actual costs by deductive Change Order, adjusting the contract price, accordingly.
- C. The Contractor shall make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any unexpended portion of the allowances.
- D. The Contractor is to include time for allowance work in the construction schedule. No adjustment of Contract Time shall be allowed for any work performed under allowance items.
- E. Allowance items shall be included in the Schedule of Values.
- F. Unless otherwise indicated in the specific measurement and payment provisions under allowance items, the measurable and allowable costs for work performed under an Allowance item shall be limited to the actual, demonstrable, and direct costs associated with that Allowance item. Sales tax is not an allowable cost.
  - 1. No mark-up for overhead or profit shall be included for payment under an Allowance account item. Overhead and profit shall be included in the contract base bid or allocated across other bid items.

2. Work authorized by the Owner under an allowance may be performed as a lump sum (negotiated before the fact), unit prices (when applicable), or time and material. For work performed under time and material, Contractor shall submit detailed verification (break- down) of all costs, subject to the approval of the Engineer or Owner.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 MOBILIZATION

A. Measurement

1. Measurement for mobilization will be on a lump sum basis.

B. Payment

1. Payment for Mobilization will be made at the lump sum price bid in the Proposal and shall be complete compensation for initiating the contract, insurance, bonds, fees, permits, provisions of field offices, furnishing temporary utilities, and other services required for the initiation of the work. Payment shall also provide full compensation for any other work which is not specified or shown but which is required to bid for Mobilization shall be payable to the Contractor whenever he /she shall have completed 10 percent of the work of the Contract. For the purposes of this Bid Item, 10 percent of the work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly pay requisitions based on the approximate quantities of work done, shall exceed 10 percent of the total price bid for the contact.
2. The lump sum price bid for mobilization is limited to the following maximum amounts:

Original Contract Amount ( <u>Including Mobilization</u> )		Maximum Amount for Item of <u>Mobilization</u>
<u>From</u> <u>More Than</u>	<u>To and</u> <u>Including</u>	
0	100,000	3,000
100,000	500,000	15,000
500,000	1,000,000	30,000
1,000,000	2,000,000	60,000
2,000,000	3,000,000	90,000
3,000,000	4,000,000	120,000

4,000,000	5,000,000	125,000
5,000,000	6,000,000	150,000
6,000,000	7,000,000	175,000
7,000,000	10,000,000	200,000
10,000,000		2.5% of amount bid

3.02 POLICE TRAFFIC DIRECTORS

- A. Measurement for police traffic directors shall be the direct payment of costs related to police traffic directors on site for traffic duties. The Contractor will be required to submit copies of invoices showing the hours and pay rates for each officer. The Contractor cannot add profit, administrative, overhead or any other fees to the hourly rate billed by the municipality. The payment for police traffic directors will be made from the allowance.

3.03 DEMOLITION

- A. Measurement for site demolition shall be the costs related to removal of portions of curbing, concrete, asphalt and any items or facilities within the proposed footprint of improvements noted on this Plan. The Contractor will be required to schedule inspection to determine if, or to what degree demolition would complete.

3.03 MAINTENANCE AND PROTECTION OF TRAFFIC

- B. Payment for maintenance and protection of traffic shall be made at the lump sum price bid in the Proposal. This price shall include the fixed signs and traffic control devices for day and night work, Traffic Control Coordinator, and all labor, equipment, and materials necessary for erecting and maintaining the signs and traffic control devices, relocating traffic control devices, protection or replacement of traffic signalization equipment, and all else necessary therefore and incidental thereto.

3.04 SOIL EROSION AND SEDIMENT CONTROL

- A. Measurement

- 1. Soil Erosion and Sediment Control – Lump Sum

- B. Payment

- 1. Payment for soil erosion and sediment control shall be made on a lump sum basis covering all work of erosion and sediment controls specified in these specifications and shown on the plans, or as directed by the Engineer. This price shall include the removal of such measures at completion of the construction project, or at such time when all disturbed areas are stabilized, and all else necessary therefor and incidental thereto.

### 3.05 UTILITY TEST PITS

#### A. Measurement

1. Measurement for Utility Test Pits will be on a cubic yard unit basis.

#### B. Payment

1. Payment will be made for each exploratory excavation (or test pit) actually dug, as shown on the plans or as directed by the Engineer at the unit price bid in the Proposal. This price shall include all costs for traffic protection; excavation and backfill; protection of utilities; dewatering; temporary sheeting and bracing; measuring and recording and sketching the location of all utilities encountered; cleanup; paving; maintenance of pavement; and all labor and equipment necessary to dig utility test pits as specified herein.
2. All paving and milling costs associated for pavement repair of exploratory excavations (or utility test pits) shall be included in the unit price bid for exploratory excavations.

### 3.06 COARSE AGGREGATE BEDDING

- A. The quantity of coarse aggregate bedding for which payment will be the actual amount of bedding material authorized and used, as measured in place in cubic yards, within the limit of the detail, or as directed by the Engineer. No payment will be made for material used for percolation stone, for the Contractor's convenience, to fill over excavations, or any other use not specified herein.
- B. The maximum pay width will be 36" plus the outside diameter of the pipe. The depth and length to be used in the volume computation shall be the actual dimensions to which the material is placed as shown on the details or ordered by the Engineer. In the event the Engineer orders additional under-cutting, payment volume shall be calculated based on the maximum width of 36" plus the outside diameter of the pipe.
- C. Payment for coarse aggregate shall be for the quantity in cubic yards as measured above at the unit price bid. This price shall include all labor, equipment, and materials; excavation and grading; furnishing, placing, compacting, and shaping of the embedment material.
- D. All costs for excavation required to place coarse aggregate bedding materials to the depths indicated on the plans and details, or to the depths ordered by the Engineer, shall be included in the unit price bid for this item.

### 3.07 DENSE GRADED AGGREGATE TRENCH BACKFILL

#### A. Measurement

1. Measurement for Dense Graded Aggregate Subbase will be on a cubic yard basis within the limits of the detail.

#### B. Payment

1. Payment for dense graded aggregate subbase shall be made at the cubic yard price bid in the Proposal. This price shall include supplying and stockpiling aggregate, placing, compacting subbase, and all else necessary therefore and incidental thereto.

### 3.08 BACKFILLING AND COMPACTION

A. The quantity of backfilling and compaction for pipe work for which payment will be made will be measured in place along the length of pipe actually laid in accordance with the plans or at the direction of the Engineer. Quantity for backfilling and compaction will be measured identically to the quantity measurements of pipe.

B. Payment for backfilling and compaction for pipe work shall be made for the quantity in linear feet as determined above at the price bid per linear foot in the Proposal. This payment shall include all costs of labor, material, and equipment for placing backfill, obtaining the required density, and allowing for the necessary compaction tests, and all else necessary for and incidental to the work as specified herein. After successful completion of the backfill compaction effort and, if directed by the Engineer, verification of same by soil density test, the Contractor will be eligible for payment for this item.

C. No separate payment will be made for Backfilling and Compaction for service connections. The cost shall be included in the price bid for said items in the Proposal.

### 3.09 DENSE GRADED AGGREGATE BASE COURSE 6"

#### A. Measurement

1. Measurement for Dense Graded Aggregate Subbase will be on a square yard basis.

#### B. Payment

1. Payment for dense graded aggregate subbase shall be made at the square yard price bid in the Proposal. This price shall include supplying and

stockpiling aggregate, scarifying substrate surface, placing, compacting subbase, and all else necessary therefore and incidental thereto.

### 3.10 HOT MIX ASPHALT 19M64 BASE COURSE 6”

#### A. Measurement

1. Measurement for Hot Mix Asphalt 19M64 Base Course will be on a square yard basis.

#### B. Payment

1. Payment for hot mix asphalt 19M64 base course shall be made at the square yard price bid in the Proposal. This price shall include excavation, furnishing, placing at the thicknesses noted on the construction drawings, compacting, testing base course, and all else necessary therefore and incidental thereto.

### 3.11 HOT MIX ASPHALT 9.5M64 SURFACE COURSE 2”

#### A. Measurement

1. Measurement for pavement repair for which payment will be made will be the actual pavement area affected by the trench within the repair limits shown on the standard details, as measured in square yards.

#### B. Payment

1. Payment for the bituminous concrete surface course (Hot Mix Asphalt Surface Course) will be made for the quantity of pavement in square yards as measured above at the unit price bid for each thickness class in the Proposal. These prices shall be considered compensation for all labor, materials and equipment used to pave all streets disturbed during construction, in accordance with the plans, specifications, and details. Included in these prices shall be all costs for leveling courses, cleaning and broom sweeping, tack coats, adjustments of manhole castings and other structures, removal of core samples, replacement of pavement stripes and markings and all else necessary and incidental to the work described herein

### 3.12 PAVEMENT MILLING

#### A. Measurement

1. Measurement for milling will be on a square yard basis.

B. Payment

1. Payment for milling will be made for the quantity of milling in square yards as measured above at the unit price, regardless of thickness, in the proposal. These prices shall be considered compensation for all labor, materials, and equipment used to mill all trench areas disturbed during construction

3.13 REINFORCED CONCRETE PIPE

- A. The quantity of water main for which payment will be made will be the length of pipe, measured along the centerline, for each type and diameter of pipe actually laid, joined and connected in accordance with the plans and specifications or as directed by the Engineer.
- B. Payment for reinforced concrete pipe will be made for the length of each type, class and size as determined above, at the price bid per linear foot in the Proposal. This price above shall include mobilization, excavation, location and protection of utilities, cutting and removal of bituminous pavements, concrete base cutting and removal, buried trolley track removal, buried Belgian block removal, dewatering, furnishing, laying and assembling pipe, sheeting, shoring of trench, backfilling and compaction, protection of utilities, location and removal of existing pipe where required, demobilization, all material, labor and equipment, and all else necessary for and incidental to the work of reinforced concrete pipe. This shall also include preparation of as built drawings in accordance with Section 01720.
- C. No additional payment will be made for installing reinforced concrete pipe at depths affording greater or less than seven feet of cover. All work shall be included under the unit price bid per linear foot of pipe scheduled in the Proposal.

3.14 INLET BOXES

- A. All drainage inlet structures will be meet NJDOT's minimum structural standards for precast fabrication of inlet boxes, Type 'A', Type 'B', "Modified Curb Inlets DBS", as shown on the plan.
- B. Payment for inlet boxes will be made for the quantity of each type of inlet box as determined above at the price bid per unit in the Proposal for Gate Valves. This price shall include the cost of excavation, furnishing and placing these structures.
- C. No additional payment will be made for installing reinforced concrete pipe at depths affording greater or less than seven feet of cover. All work shall be included under the unit price bid per unit scheduled in the Proposal.

### 3.15 DRAINAGE TIE-IN CONNECTION

- A. The quantity of tie-in connections for which payment will be made will be the number of pipe connections installed in accordance with the Plans and Specifications or as directed by the Engineer and North Hudson Sewerage Authority.
- B. No additional payment will be made for installing tie-in connections at depths affording greater or less than seven feet of cover. All work shall be included under the unit price bid per unit scheduled in the Proposal.

### 3.16 CURBING

- A. The quantity of curbing for which payment will be made will be the linear footage of complete curb-line actually installed in accordance with the Plans or as directed by the Engineer.
- B. No additional payment will be made for installing in areas where hand forming may be necessary or when depressed curb forming is required.

### 3.17 SIDEWALK

- A. The quantity of sidewalk for which payment will be made will be the square yardage of actual concrete slab completed and approved in accordance with the Plans or as directed by the Engineer.
- B. No additional payment will be made where in a limited basis a scoring pattern will be required (Bus Stop areas). Cost per square foot should reflect this variance.

### 3.18 ADA COMPLIANT SIDEWALK RAMP WITH DETECTABLE WARNING STRIP

- A. Measurement for ramp installation will be on per unit installed basis with each unit being outfitted with a detectable warning strip.
- B. The quantity of ramps for which payment will be made will be the number of ramps, actually installed in accordance with the Plans, Specifications and as approved by City of Hoboken DPW.

### 3.19 MONITORING CABINET ENCLOSURE

- A. The quantity of monitoring cabinet enclosure for which payment will be made will be the number of cabinets that are installed, actually installed in accordance with the Plans and Specifications or as directed by the Engineer.

- B. Payment for cabinet will be made for the quantity of each cabinet as determined above at the price bid per unit in the Proposal. This price shall include the cost of excavation, furnishing, placing cabinets complete with lid, broken stone bedding, adjustment of cabinet to grade, conduit connections, backfill and compaction, labor and equipment, and all else necessary for and incidental to the work of installing monitoring cabinet enclosures.

### 3.20 RIGID STEEL CONDUIT

- A. The quantity of rigid steel conduit for which payment will be made will be the linear footage of conduit actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for conduit will be made on a linear footage basis determined above at the price bid per unit in the Proposal for rigid steel conduit. This price shall include the cost of excavation, furnishing, inserting, placing and connecting, broken stone bedding, backfill and compaction, labor and equipment, and all else necessary for and incidental to the work of installing conduit.

### 3.21 POLE BASE FOUNDATION

- A. The quantity of pole base foundation for which payment will be made will be on a unit price basis for each pole base foundation casted in accordance with the plans or as directed by the Engineer.
- B. Payment will be made for each pole base foundation casted as above determined at the unit price bid scheduled in the proposal which price shall include compaction, bedding, casting-in of ballast, reinforcing steel, connectors, and other items necessary for the support and electrification of a city standard pole lamp and shall be installed in accordance with the Plans and Specifications or as directed by the Engineer.

### 3.22 RAIN GARDEN AREA FENCE

- A. The quantity of by-passing for which payment will be made, shall be the actual linear footage of steel fence actually installed in accordance with the plans or as directed by the Engineer.
- B. Payment for rain garden area fence will be for the quantity as determined above, will be provide once fence has been fabricated, delivered, installed and meeting the conditions noted in this plan.

### 3.23 RAIN GARDEN (8' X 28') WITH LANDSCAPE PLANTINGS

- A. The quantity of rain garden for which payment will be made will be the number of rain garden facilities that are complete and actually installed in accordance with

the Plans and Specifications or as directed by the Engineer.

- B. Payment for rain gardens completed in the Downtown Area (RG1 - RG7) will be made for the quantity of each facility as determined above at the price bid per unit in the Proposal. This price shall include the cost of excavation, furnishing of materials and devices noted, placing and assembling of piping, engineered soil, aggregate, plantings, mulching, planting, up-lights, watering and maintenance to specified time period, storage tanks, labor and equipment, connection to inlet boxes.

### 3.24 RAIN GARDEN (15' X 26') WITH LANDSCAPE PLANTINGS

- A. The quantity of rain garden for which payment will be made will be the number of rain garden facilities that are complete and actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for rain gardens completed in the Uptown Area (RG8, RG9, RG11-RG13, RG15) will be made for the quantity of each facility as determined above at the price bid per unit in the Proposal. This price shall include the cost of excavation, furnishing of materials and devices noted, placing and assembling of piping, engineered soil, aggregate, plantings, mulching, planting, up-lights, watering and maintenance to specified time period, storage tanks, labor and equipment, connection to inlet boxes.

### 3.25 RAIN GARDEN (BUS STOP) WITH LANDSCAPE PLANTINGS

- A. The quantity of rain garden for which payment will be made will be the number of rain garden facilities that are complete and actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for rain gardens completed in the Uptown Area (RG10, RG14) will be made for the quantity of each facility as determined above at the price bid per unit in the Proposal. This price shall include the cost of excavation, furnishing of materials and devices noted, placing and assembling of piping, engineered soil, aggregate, plantings, mulching, planting, up-lights, watering and maintenance to specified time period, storage tanks, labor and equipment, connection to inlet boxes.

### 3.26 AQUABLOX MODULAR VOLUME STORAGE UNIT

- A. The quantity of Aquabox for which payment will be made will be the number of units that are complete and actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for Aquabox completed will be made for the quantity of each unit as determined above at the price bid per unit in the Proposal. This price shall

include the cost of excavation, furnishing of materials noted in the plans.

### 3.27 SHEAR GATE

- A. The quantity of shear gates for which payment will be made will be the number of units that are complete and actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for shear gate completed will be made for the quantity of each unit as determined above at the price bid per unit in the Proposal. This price shall include the cost of mounting shear gate into inlet boxes as noted in the plans.

### 3.28 ELECTRICAL WIRING

- A. The quantity of wiring for which payment will be made will be the number in linear footage that is complete and actually installed in accordance with the Plans and Specifications or as directed by the Engineer.
- B. Payment for shear gate completed will be made for the quantity of each unit as determined above at the price bid per unit in the Proposal. This price shall include the cost of mounting shear gate into inlet boxes as noted in the plans.
- C. The payment unit number for wiring will be predicated upon conduit that is listed on the plans as containing #10G wire. Payment will be given for electrical once conduit is installed, wired, connected and services are electrified.

### 3.29 SAMPLE AND WASTE CLASSIFY SOILS

- A. The item Sample and Waste Classify Soils will be paid on a per location basis. This item includes **but is not limited to** necessary sampling, testing, classification, and disposal of all excavated material, field sampling and laboratory analysis, and submittal of NJDEP forms, preparation and obtaining permits and paying fees for classifying excavated materials per NJDEP requirements. The sample shall be acquired at the depth required from the Contractor's selected disposal site. The sample shall be tested for all the parameters required by the Contractor's selected disposal site. **Any additional sampling required by the disposal facility will be at the contractor's expense.**

### 3.30 LOAD, HAUL AND DISPOSE OF EXCAVATED SOILS

- A. Payment for quantities for the bid item "Load, Haul and Dispose of Excavated Soils" shall be measured in place on a cubic yard basis. The price shall include labor, equipment, material, excavation, staging, hauling, disposal at a proper disposal facility, backfilling and compaction with clean borrow material and all else necessary and incidental thereto the work of soil disposal. Equal quantity of borrow material shall be included in the unit price.

- B. Per N.J.P.L. 2012, Chapter 73, if the soil for the project site cannot be disposed of pursuant to the plans, specifications and bid proposal documents including SP-35 due to contaminated soils being found to be different from the non-hazardous classification, the contracting unit shall approve consistent with and subject to the Local Public Contract Law, P.L. 1971, 198, a change order to reimburse the contractor for the additional reasonable costs as determined by the contracting unit for the testing and disposal of the soils.

END OF SECTION 01012C

## SECTION 01015

### FUEL AND ASPHALT USAGE PRICE ADJUSTMENTS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

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

#### PART 2 – MATERIALS

(Intentionally Blank)

#### PART 3 - PROCEDURE

##### 3.01 FUEL PRICE ADJUSTMENT

- A. The Owner will make monthly price adjustments for fuel usage for Items listed in Table 1 under Section 3.02. Please refer to Table 161.03.01-1 of NJDOT (The Department) Standard Specifications (latest revision) for any changes to this table. The Owner will calculate fuel price adjustments based on the monthly pay quantities of listed Items using the fuel usage factors listed in Table 1 (Table 161.03.01-1 of Standard NJDOT Specifications).
- B. Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.
- C. If the as-built quantity of an Item listed in Table 1 differs from the sum of the quantities in the monthly Estimates, and the as-built quantity cannot be readily distributed among the months that the Item listed in Table 1 was constructed, then The owner will determine fuel price adjustment by distributing the difference in the same proportion as the Item's monthly Estimate quantity is to the total of the item's monthly estimates.

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**TABLE 1 (TABLE 160.03.01-1 Fuel Price Adjustment)**

<b>Items</b>	<b>Fuel Usage Factor</b>
EXCAVATION, UNCLASSIFIED	0.5 Gallons per Cubic Yard
EXCAVATION, REGULATED MATERIAL	0.5 Gallons per Cubic Yard
EXCAVATION, ACID PRODUCING SOIL	0.5 Gallons per Cubic Yard
REMOVAL OF PAVEMENT	0.25 Gallons per Square Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
HMA MILLING, MORE THAN 3" TO 6"	0.25 Gallons per Square Yard
CONCRETE MILLING	0.25 Gallons per Square Yard
HMA PROFILE MILLING	0.25 Gallons per Square Yard
BREAKING PAVEMENT	0.25 Gallons per Square Yard
RUBBLIZATION	0.25 Gallons per Square Yard
SUBBASE	1 Gallon per Cubic Yard
I- SOIL AGGREGATE	1 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, " THICK	0.30 Gallon per Square Yard per Inch
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, " THICK	0.30 Gallon per Square Yard per Inch
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
CONCRETE BASE COURSE, " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED, " THICK	0.25 Gallons per Square Yard
ASPHALT STABILIZED DRIANGE COURSE	2.50 Gallons per Ton
OPEN-GRADED FRICTION COURSE	2.50 Gallons per Ton
MODIFIED OPEN-GRADED FRICTION COURSE	2.50 Gallons per Ton
ULTRA-THIN FRICTION COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT INTERMEDIATE COURSE	2.50 Gallons per Ton
MIX ASPHALT BASE COURSE	2.50 Gallons per Ton
STONE MATRIX ASPHALT SURFACE COURSE	2.50 Gallons per Ton
CONCRETE SURFACE COURSE, " THICK	0.25 Gallons per Square Yard
DIAMOND GRINDING OF CONCRETE SURFACE COURSE	0.25 Gallons per Square Yard
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT	0.25 Gallons per Square Yard
CONCRETE BRIDGE APPROACH	0.50 Gallons per Cubic Yard
CONCRETE CULVERT	1.00 Gallon per Cubic Yard
CONCRETE FOOTING	1.00 Gallon per Cubic Yard
CONCRETE WING WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMN PROTECTION, HPC	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMNS AND CAP	1.00 Gallon per Cubic Yard
CONCRETE ABUTMENT WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER SHAFT	1.00 Gallon per Cubic Yard
CONCRETE PEDESTRIAN BRIDGE	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK, HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK, HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET HPC	1.00 Gallon per Cubic Yard
CAST-IN-PLACE CONCRETE PILES, DRIVEN " DIAMETER	1.00 Gallon per Cubic Yard
RETAINING WALL, LOCATION NO.	0.10 Gallon per Square Foot

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- D. If an item listed in Table 1 has a payment unit which differs from that listed in Table 1, the owner will apply an appropriate conversion factor to determine the number of gallons of fuel used.
- E. The owner will calculate fuel price adjustment on a monthly basis using 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 for Price Adjustment

The monthly fuel price index every month shall follow the monthly fuel price index as posted on the Department's website:

<http://www.state.nj.us/transportation/business/trnsport/PriceIndex.shtm>

The basic fuel price index is the previous month's fuel price index before receipt of bids. The owner will use the fuel price index for the month before the regular monthly estimate cut off date as the Monthly Fuel Price Index. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index the contactor shall not perform any work involving Items listed in Table 1 without written approval from the Owner.

### 3.03 ASPHALT PRICE ADJUSTMENT

- A. The owner will make monthly price adjustments for asphalt binder usage. The owner will calculate asphalt price adjustments based on the quantities of Items containing asphalt binder constructed during a given month.
- B. Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.
- C. The Owner will calculate the asphalt price adjustment 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<sup>1</sup>

1. The Owner will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder.
- D. For TACK COAT and PRIME COAT, the Owner will calculate asphalt price adjustments by the following formula:

$$A = B \times [(MA - BA)/BA] \times C \times M \times G$$

Where:

A = Asphalt Price Adjustment

B = Bid Price for Tack Coat/Prime Coat

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

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

- E. The monthly asphalt price index, shall be as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department each month. The Department will post the monthly asphalt price index every month on the Department's website:

<http://www.state.nj.us/transportation/business/trnsport/PriceIndex.shtm>

- D. The basic asphalt price index is the asphalt price for the month before the opening of bids. The Owner will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index as determined by the Department.
- F. If the monthly asphalt price index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the Owner.

END OF SECTION 01015

## SECTION 01040

### CONSTRUCTION COORDINATION AND SEQUENCING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The Work under this Section includes all measures necessary to schedule construction operations and coordinate with the Owner's operations personnel during the course of construction.
- B. A written "Sequence of Construction" must be submitted by the Contractor and must contain major work elements, coordination issues with the Owner.

##### 1.02 RELATED WORK

- A. The provisions of this section apply to all phases of the project.

##### 1.03 REFERENCES (NOT APPLICABLE)

##### 1.04 SUBMITTALS

- A. The Contractor shall submit a written Sequence of Construction detailing all proposed tasks and measures during the course of construction.
- B. Submit the Sequence of Construction for review at or before the pre-construction conference.

#### PART 2 - PRODUCTS (NOT APPLICABLE)

#### PART 3 - EXECUTION

- 3.01 The construction is permitted only between hours of 8 a.m. and 4 p.m.; loud noise will not be permitted before 8 a.m.
- 3.02 The Contractor shall perform all preliminary preparatory work and have all labor, material, and equipment present so as to minimize any utility service interruptions as practical. The exact length of time permitted for any specific proposed interruption of service shall be in accordance with this specification and as approved by the Engineer.
- 3.03 The Contractor shall provide all labor, equipment, and material necessary for completion of the proposed work with a minimum of interruption to utility services and to property owner access.
- 3.04 The Contractor shall not interfere with the Owner's employees in performance of any

work that they may consider necessary to maintain the facility and operation.

### 3.06 CONSTRUCTION SEQUENCING

- A. Sequence of Construction for the subject work shall be submitted for Engineer review and approval at or before the pre-construction conference, prior to commencement of any work. The approved written Sequence of Construction shall be incorporated into the development of the Progress Schedule.
- B. In order to implement the construction required under this project, a detailed equipment and materials staging plan shall be developed by the Contractor and included within the Sequence of Construction.
- C. The construction staging sequence to be submitted by the Contractor shall permit installation under this contract with no disruption of water service. The Contractor may only modify the approved sequencing if approved by the Engineer and Owner.
- D. The Work will be executed in an operating facility. Access to the Site and structure for removal and replacement is limited. The Contractor shall take into account the limitations of the construction staging when estimating expected productivity, establishing a construction schedule, and delivery/storage of equipment and materials.
- E. A detailed Progress Schedule to be submitted by the Contractor in accordance with Specification Section 01310 and shall coincide with the detailed written Sequence of Construction. The Progress Schedule shall incorporate Project approach, work elements and coordination issues from the Sequence of Construction, and provide for completion of all work in this contract within the allocated time.
- F. The Contractor shall not interfere with the employees, suppliers or Owners in performance of any work and operations. Where construction operations obstruct or otherwise hinder access, the Contractor shall provide safe access. This shall include, but not be limited to, the construction of walkways, handrails, and temporary bridges or other means of access. All such areas shall be adequately lighted for safe night-time access.

END OF SECTION 01040

## SECTION 01202

### PROGRESS MEETINGS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The Contractor's Representative and, if required, a representative from major Subcontractors, shall attend regularly scheduled Progress Meetings held for the purpose of coordinating the execution of the work. The Engineer will preside at the Progress Meetings.
- B. The proceedings of these meetings will be recorded by the Engineer and the Contractor will be furnished a reasonable number of copies of the meeting minutes.
- C. During the progress meeting, the Contractor shall provide updates to the Progress Schedule.
- D. The Contractor shall provide a list of all items which are impacting the completion of the Work (i.e. decisions required, easements required, shop drawing approvals required, etc.). As the work progresses, the Contractor's actual progress rate will be compared to the scheduled progress rate.
- E. The Contractor's representatives at these meetings shall be empowered to make binding decisions regarding all matters pertaining to the work and to make definite reports as to status and anticipated progress rate.
- F. Progress meetings shall be scheduled once per month or more frequently, if the Engineer decides more frequent meetings would facilitate the completion of the Project.

#### PART 2 - PRODUCTS (NOT APPLICABLE)

#### PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01202

## SECTION 01210

### PRECONSTRUCTION CONFERENCE

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

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

##### 1.02 SYSTEM DESCRIPTION

- A. Procedures - A preconstruction conference will be held at a time and location set by Engineer to establish various procedures that will be followed for the duration of the construction period. Engineer will preside at the preconstruction conference and will prepare for distribution an agenda that describe the major topics of discussion.
- B. Agenda - In addition to the items that will be reviewed in accordance with the General Conditions, the preconstruction conference agenda will include, but not be limited to:
  - 1. Designation of Contractor's responsible personnel and phone numbers to be used in event of an emergency during non-working hours.
  - 2. Disclosure of Contractor's intended suppliers, vendors, fabricators and major subcontractors.
  - 3. Procedures for the implementation of Field Orders and Change Orders.
  - 4. Contractor's insurance.
  - 5. Site security.
  - 6. Housekeeping.
  - 7. Field offices.
  - 8. Record drawings.
  - 9. Job site coordination.
  - 10. Protection of utilities.
  - 11. Contractor's proposed progress schedule.
  - 12. Submittals stressing completeness and schedule.

13. Substitutes.
14. Payments for excessive submittals and schedule.
15. Daily reports.
16. Schedule of Progress meetings.
17. Forms to be supplied by the Contractor.
18. Schedule of values.
19. Payment procedures and forms.
20. Shop drawing schedule.
21. Other topics pertinent to the Work that may be presented by conference attendees.

C. Preconstruction conference attendees will be as follows:

1. Owner
2. Engineer
3. Contractor and major Subcontractors. Major subcontractors are defined as performing 10% or more of the prime contractor's contract value.
4. Governmental agency representatives, utility owner representatives, and other parties who may have control of, or may be affected by the Work.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01210

## SECTION 01310

### CONSTRUCTION SCHEDULING

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Within ten days after the effective date of the Agreement the Contractor shall prepare and submit to the Engineer a construction progress schedule for the Work, with sub-schedules of the various activities which are essential to its progress.
- B. Submit revised progress schedule every two weeks to the Engineer.
- C. Project schedule shall reflect all scheduling restrictions in these specifications.

##### 1.02 RELATED WORK

- A. Submittals are included in Section 01340.

##### 1.03 FORM OF SCHEDULE

- A. Prepare schedule in the form of a horizontal bar chart.
- B. Provide separate horizontal bar for each trade or operation for each item of work.
- C. Horizontal time scale: In weeks from start of construction and identify the first work day of each week.
- D. Scale and spacing: To allow space for notations and future revisions.
- E. Format of listings: The chronological order of the start of each item of work.

##### 1.04 CONTENT OF SCHEDULE

- A. Construction progress schedule shall show the complete sequence of construction by activity, including dates for the beginning of, and completion of, each major element of construction in no more than a one-week increment scale. Specifically list, but not limit to:
  - 1. Shop drawings submittal, review, and approval;
  - 2. Mobilization;
  - 3. Shop drawing approval;

4. Delivery of new equipment;
  5. Demolition of existing equipment and facilities
  6. Installation of new equipment;
  7. Testing and commissioning;
- B. Show projected percentage of completion for each item, as of the first day of each month.
- C. Highlight all activities on the critical path.
- D. Include a typewritten list of all long lead items (equipment, materials, etc.)
- E. The construction schedule shall reflect all scheduling restrictions contained in these specifications and all other restrictions required by Federal, State and local agencies.

#### 1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
1. Major changes in scope.
  2. Activities modified since previous submission.
  3. Revised projections of progress and completion.
  4. Other identifiable changes.
- C. Provide a progress status report which provides a narrative explanation of progress identified in the revised construction schedule. The report shall indicate the following items:
1. Summarize revisions made to the construction schedule since the previous submittal.
  2. Work completed during the previous week.
  3. Problem areas, anticipated delays, and the impact on the schedule.
  4. Corrective action recommended, and its effect.

## 1.06 SUBMISSIONS

- A. Submit initial schedule to the Engineer within 10 days after the effective date of the Agreement. Resubmit revised schedule within 10 days after receiving Engineer's review comments.
- B. Submit revised progress schedules weekly and with applications for payment every other month.
- C. Submit 4 copies of progress status report with progress schedules. Engineer will return one copy with appropriate review comments.

## 1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedule to:
  - B. Engineer.
  - C. Contractor's job site file.
  - D. Subcontractors.
  - E. Owner.
  - F. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. The Contractor agrees that whenever it becomes apparent from the current schedule that delays to the project schedule have resulted, and hence, that the contract completion date will not be met, he will take some or all of the following actions at no additional cost to the Owner, submitting to the Owner for approval, a written statement of the steps he intends to take to remove or arrest the delay in the approved schedule.
  - 1. Increased construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
  - 2. Increase the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.

3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
4. Costs incurred by the Owner arising from such lengthening of hours, including furnishing of inspectors, shall be the Contractor's responsibility and shall be deducted from monies due him. Failure of the Contractor to comply with these requirements may be grounds for determination by the Engineer that the Contractor is not proceeding at such rates as will ensure completion within the specified time and may result in the termination of the right of the Contractor to continue the work.

### 3.02 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIMES

- A. If the Contractor desires to make changes in his method of operating which affect the schedule, he shall notify the Engineer in writing stating what changes are proposed and the reason for that change.
- B. The contract completion time will be adjusted only for causes specified in this contract. In the event the Contractor requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the Engineer may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this contract. Engineer will, after receipt of such justification and supporting evidence, make findings of facts and will advise the Contracting in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date under the provisions of this contract, the Engineer's determination as to the total number of days' extension shall be based upon the current schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities which, according to the schedule, do not affect any contract completion date shown by the critical path in the schedule will not be the basis for a change.

### 3.03 ADJUSTMENT BY ENGINEER

- A. From time to time it may be necessary for the schedule to be adjusted by the Engineer. The Engineer may direct the Contractor to reschedule the work accordingly, and the Contractor shall revise his schedule accordingly. No additional compensation shall be made to the Contractor for such schedule changes except for unavoidable overall contract time extensions, in which case the Contractor shall take all possible action to minimize any time extension and any additional cost to the Owner. Schedule extensions affecting the contract completion time shall be granted only by the Engineer in writing.

END OF SECTION 01310

## SECTION 01340

### SUBMITTALS

#### PART 1 – GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Action on submittals.
- C. Shop Drawings.
- D. Product data.
- E. Samples.
- F. Manufacturers' instructions.
- G. Manufacturers' certificates.
- H. Construction progress schedules.
- I. Submittals specified in other Documents/Sections.

##### 1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Number each submittal. Number shall consist of the following parts, each separated by a dash:
  - 1. Contract number.
  - 2. Five-digit Specification Section number.
  - 3. Two-digit sequence number starting for each Specification Section with 01 and continuing with 02, 03, etc., for subsequent submittals with the same Specification Section number.
  - 4. Use the fourth part of the number only for resubmittals. For the first resubmittal of a previous submittal, add -R1 to the previous number. For the second resubmittal, change to -R2, and so on.

As an example of the numbering process for Contract No. 272, the third submittal under Section 03300 would be numbered 272-03300-03 and the second resubmittal of this same submittal would be numbered 272-03300-03-R2.

- C. Identify Project, Contractor, Subcontractor, or supplier. Identify pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents. Stamp shall have the following format:

Approved for Contract Requirements

The Contractor's signature below indicates that this Submittal has been checked with the Drawings, Specifications, and site conditions and found to meet all requirements of same including dimensions, and that the Contractor's guarantee fully applies to the Product(s) covered.

RE: Project \_\_\_\_\_

Submittal Number \_\_\_\_\_

Drawing Sheet Number \_\_\_\_\_ Detail Number \_\_\_\_\_

Deviations from Contract Documents? No \_\_\_ Yes \_\_\_ (letter attached)

By: \_\_\_\_\_  
Signature (Contractor)

Contractor's Name \_\_\_\_\_

- E. Submittals without Contractor's stamp of approval will not be reviewed by the Engineer and will be returned to Contractor for resubmittal. Resubmittal will be considered as No. 1 and all others will be at Contractor's expense.
- F. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- G. Submit letter which specifically identifies deviations from Contract Documents. Identify Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.

- I. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
- J. Submit a minimum of 4 copies of shop drawings. Two executed copies will be returned to the contractor, one goes to the Owner and one are for the Engineer. If additional copies are required by the Contractor, submit the additional sets and note number requested for return.
- K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

### 1.03 ACTION ON SUBMITTALS

- A. Engineer's Action: Where action and return is required or requested, Engineer will review each submittal, mark with the action taken, and return to Contractor within 14 calendar days of receipt from Contractor. Where submittal must be held for a period in excess of that indicated above, Contractor will be so advised by the Engineer.
- B. Submittals returned with "NO EXCEPTIONS TAKEN" action indicate that the information submitted was found to be in conformance with the design concept and in compliance with the requirements of the Contract Documents. The Contractor remains responsible for work-related errors, deviations, and discrepancies in the submittal, but may proceed with performance of the work covered by the submittal.
- C. Submittals returned with "EXCEPTION TAKEN AS NOTED" action indicate that the information submitted was found to be in conformance with the design concept and in compliance with the requirements of the Contract Documents, provided the noted clarifications or corrections are incorporated in the Work and in the Record Documents. The Contractor remains responsible for work-related errors, deviations, and discrepancies in the submittal, but may proceed with performance of the work covered by the submittal. Resubmission of information is not required.
- D. Submittals returned with "NOTE EXCEPTIONS AND CONFIRM IN WRITING" action indicate that: (1) information submitted is at least partially not in conformance with the design concept, (2) information submitted is at least partially not in compliance with the requirements of the Contract Documents, (3) submittal is incomplete and does not include all items required by the individual Specification Sections, or (4) certifications or computations required by the individual Specification Sections have not been included with the Shop Drawings and Product data. Engineer will note the deficiencies or corrections required, and return the submittal to the Contractor. Performance of the work covered by the submittal shall not proceed until corrected information is submitted and approved.

- E. Submittals returned with “REJECTED/RESUBMIT AS SPECIFIED” action indicate that the Engineer interprets the information submitted to be not in conformance with the design concept or not in compliance with the Contract Documents. This action may also indicate non-compliance with the Contractor’s responsibility to review information and submit notification of deviations and discrepancies for the Engineer’s review. Performance of the work shall not proceed until new information is submitted and approved.
- F. “SUBMITTAL NOT REQUESTED OR NO ACTION REQUIRED/RETURN WITHOUT REVIEW”.
- G. Review Action does not establish submitted information as a Contract Document, a Change Order, or authorization to deviate from the Contract Documents.
- H. For all re-submittals except the first, the Engineer will record man-hours required for review of the re-submittal. As an example, the submittal numbering system in Article 1.02 of this Section 01300, the second submittal numbered 1-03300-03-R2 will be subject to man-hour tracking and review charges. At the discretion of the Engineer, Contractor may be charged for review of such repeat re-submittals at Engineer’s current hourly rates. Charges for repeat re-submittals will be subtracted from Contractor’s next progress payment.

#### 1.04 SHOP DRAWINGS

- A. Submit one set of REPRODUCIBLE drawings, plus one print, which will be retained by the Engineer. Engineer will submit two (2) copies of reviewed documents to Contractor for his/her use.
- B. After review, distribute in accordance with Article on “Submittal Procedures” above and provide copies for Record Documents described in Section 01700 - Contract Closeout.
- C. Design Calculations: When required by individual Specification Section, Contractor shall submit with the shop drawing submittal a “Letter of Assurance” from the Product manufacturer/supplier, bearing the seal and signature of a professional engineer registered in the State of New Jersey, which shall read as follows:

“As the professional engineer responsible for the design of \_\_\_\_\_ (insert actual item name), I hereby certify that the design calculations include all parameters indicated in the Construction Documents. In addition, I hereby certify that the Product shop drawings have incorporated all elements of my calculations.”

#### 1.05 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus two (2) copies, one (1) of which will be retained by the Owner and one by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on "Submittal Procedures" above and provide copies for Record Documents described in Section 01700 – Contract Closeout.

#### 1.06 SAMPLES

- A. Submit actual samples instead of printed material to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices.
- B. Submit actual samples of finishes from the full range of manufacturers' standard and custom colors, textures, and patterns for Owner's selection.
- C. Include identification on each sample, with full Project information.
- D. Large, bulky samples may be submitted to the Engineer at the Project site. Whenever a sample is submitted at the Project site, immediately notify the Engineer of this submittal in writing.
- E. Samples shall be submitted in a single submittal in order to coordinate colors and textures.

#### 1.07 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.08 MANUFACTURER'S CERTIFICATES AND WARRANTIES

- A. When required by individual Specification Sections, submit manufacturers' certificate to Engineer in quantities specified for Product data.
- B. Indicate Product conforms to or exceeds specified requirements. Submit supporting computations, reference data, affidavits, and certifications as appropriate.

- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
- D. Submit sample of Manufacturer's Warranty to Engineer with shop drawings submittal, in quantities specified for Product Data. Supply warranty for each product unless otherwise instructed by Engineer.

1.09 CONSTRUCTION PROGRESS SCHEDULES (see Specification Section 01310)

1.10 GENERAL SUBMITTAL LIST

- A. Contractor shall develop a comprehensive submittal list and provide list at the pre-construction conference. In addition to typical equipment and materials submittals, the following documents must be provided as part of the submittal process:

- Schedule of Values

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION 01340

## SECTION 01370

### SCHEDULE OF VALUES

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer a Schedule of Values allocated to the various portions of the work, within 10 days after the Effective Date of the Agreement.
- B. Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. The accepted Schedule of Values shall be used as the basis for the Contractor's Applications for Payment.

##### 1.02 RELATED WORK

- A. General and Supplementary Conditions of the Construction Contract.

##### 1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on an 8-1/2-in by 11-in white paper which may be Contractor's standard forms and automated printout. Identify schedule with:
  - 1. Title of Project and location.
  - 2. Contract Number.
  - 3. Engineer.
  - 4. Program Manager
  - 5. Name and Address of Contractor.
  - 6. Contract designation.
  - 7. Date of submission.
- B. The Schedule of Values shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.

- C. Identify each line item with the number and title of the respective Section.
- D. For each major line item list sub-values of major products or operations under the item.
- E. For the various portions of the work:
  - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
  - 2. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the Engineer.
    - b. The total installed value.
- F. The sum of all values listed in the schedule shall equal the total Contract Sum.
- G. If the Engineer reasonably disputes the allocation in the Schedule of Values, the Contractor shall revise the proposed Schedule of Values to reflect such concerns within three (3) days.

#### 1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for:
  - 1. Products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
  - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
  - 2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
  - 3. Paid invoices shall be provided with the second payment request in which the material appears or no payment shall be allowed and/or may be deleted from the request.

- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01370

## SECTION 01500

### TEMPORARY FACILITIES

#### PART 1 - GENERAL

##### 1.01 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed in a fiberglass or other approved non-absorbent as required to accommodate their staff. Under no circumstances will Contractors staff be permitted to use Owner's existing sanitary or locker facilities.

##### 1.02 TEMPORARY HEAT

- A. Provide all heat as may be necessary for thawing out and heating materials and for proper execution, protection and drying out the work.

##### 1.03 TEMPORARY POWER

- A. Temporary Power shall be provided by the Contractor as required in the performance of the work. The Contractor shall furnish and install all temporary connections, meters, and other appurtenances, and shall conform to all requirements of the utility company, and shall pay for all expenses and charges incidental thereto. After completion of the work, temporary power shall be removed by the Contractor. The Contractor shall provide sufficient artificial lights so that all work may be done in a workmanlike manner when or where there is not sufficient daylight.

##### 1.04 TEMPORARY WATER SUPPLY

- A. Temporary Water Supply shall be provided by the Contractor as required in the performance of the work. The Contractor shall make arrangements with the Owner to obtain metered water for construction and for cleaning purposes through a temporary connection to an existing hydrant on site. The Contractor shall be responsible for piping the water throughout the site for his use. The Contractor shall install an approved backflow prevention device at the hydrant connection.
- B. The express approval of the Owner shall be obtained before water is used. Waste of water shall be sufficient cause for withdrawing the privilege of use without charge.
- C. Water for testing shall be allowed without charge for the initial procedure only.

END OF SECTION 01500

SECTION 01561

NOISE CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall control noise as specified below.

1.02 GENERAL

- A. The Contractor shall control the noise generated by his construction activities.
- B. Noise caused by construction activities shall not exceed the levels permitted by local regulations: 65 dBA at boundary of construction during the hours 7:01 AM to 9:59 PM; 50 dBA at boundary of construction during the hours 10:00 PM to 7:00 AM.
- C. All construction equipment powered by an internal combustion engine shall be equipped with a properly maintained muffler. Air compressor shall be operated in accordance with the manufacturer's instructions for proper noise abatement. Air-powered equipment shall be fitted with pneumatic exhaust silencers.
- D. Stationary equipment powered by an internal combustion engine shall be enclosed by a temporary noise barrier placed around the equipment. Temporary noise barriers shall be constructed of plywood or tongue and groove boards with a noise absorbent treatment on the interior surface (facing the equipment) as approved by the Engineer.
- E. A field test shall be performed, witnessed and accepted by the Engineer. The Contractor shall furnish a calibrated meter to record readings. The Contractor shall be required to implement appropriate measures to meet noise limitation of paragraph 1.02B at no additional cost to the Owner.

END OF SECTION 01561

## SECTION 01600

### DELIVERY, STORAGE AND HANDLING

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. This section specifies the general requirements for the delivery, handling, storage and protection for all items required in the construction of the Work. Specific requirements, if any, are specified under each individual specification section.

##### 1.02 TRANSPORTATION AND DELIVERY

- A. Transport and handle items in accordance with manufacturer's instructions.
- B. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.
- D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.
- E. All items delivered to the site shall be unloaded and placed in a manner, which will not hamper the Contractor's normal construction operation or those of subcontractors and other contractors and will not interfere with the daily operation of the pump stations.
- F. Provide necessary equipment and personnel to unload all items delivered to the site.
- G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct and items are undamaged. For items furnished by others (i.e. Owner), perform inspection in the presence of the Engineer. Notify Engineer verbally, and in writing, of any problems.

##### 1.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instruction shall be studied by the Contractor and reviewed with the Engineer. Instruction shall be carefully followed

and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.

- B. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking and spalling to a minimum.
- D. All mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a weathertight building to prevent injury. The building may be a temporary structure on the site or elsewhere, but it must be satisfactory to the Engineer. Building shall be provided with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer. Any mechanical or electrical equipment stored outdoors shall be considered damaged by the Engineer and shall be removed from the site by the Contractor. If payment has been made for such equipment, such payments shall be deducted from the Contractor's monthly payment.
  - 1. All equipment shall be stored fully lubricated with oil, grease and other lubricants unless otherwise instructed by the manufacturer.
  - 2. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
  - 3. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.
  - 4. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such,

the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

## PART 2 - PRODUCTS

- 2.01 Unless otherwise specifically provided for in these Specifications, all equipment, materials and articles incorporated in the work shall be new, in current production and the best grade obtainable consistent with general construction usage.
- 2.02 Materials specified by reference to the number of symbol of a specific standard, such as Commercial Standard, Federal Specification or other similar standard, shall comply with the supplement in effect on the date of the Specifications, except as limited to type, class or grade, or modified by these Specifications.
- 2.03 The Contractor shall submit samples of materials for approval when requested and/or directed.

## PART 3 - EXECUTION

### 3.01 COORDINATION OF DIMENSIONS

- A. The Contractor shall verify and make necessary corrections to construction dimensions so all specified materials can be installed and will function within the intent of the contract drawings and specifications. The Contractor will promptly notify the Owner of all necessary corrections required.

### 3.02 SAFETY AND HEALTH REQUIREMENTS

- A. All material, equipment, fixtures and devices furnished shall comply with the requirements and standards of all Federal, State, and local laws, ordinances and codes governing safety and health.

### 3.03 RESPONSIBILITY FOR MATERIAL AND EQUIPMENT

- A. When received from the carrier and at the time of unloading, the Contractor shall inspect all material for loss or damage. All material, etc., shall be stored in accordance with the manufacturer's recommendations. No shipment of material shall be accepted by the Contractor unless loss or damage has been described on the Bill of Lading by the carrier's agent. Any discrepancies between the Bill of Lading and the physical material shall be noted on the Bill of Lading. All demurrage charges on carloads or truckloads of pipe or other material shall be paid by the Contractor.
- B. The Contractor shall be responsible for all material furnished by it. All such material which is defective in manufacture or has been damaged in transit or has been damaged after delivery shall be replaced by the Contractor at its expense.

- C. All installations and applicable manufacturer's instructions shall be performed in accordance with the Specifications and shall be subject to approval before acceptance. Any approval or acceptance by the Owner does not relieve the Contractor of its obligation to comply with these Specifications.

END OF SECTION 01600

## SECTION 01610

### MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The Contractor shall be responsible for the safe storage of all material furnished to or by it until it has been incorporated in the completed project and accepted by the Owner. The Contractor shall bear the risk of loss and/or damage to the materials and work until the work is finally accepted by the Owner.

##### 1.02 RELATED WORK (NOT APPLICABLE)

##### 1.03 SYSTEM DESCRIPTION (NOT APPLICABLE)

##### 1.04 SUBMITTALS

- A. Layout of all storage areas showing fencing and other security measures.

#### PART 2 - PRODUCTS

- 2.01 Unless otherwise specifically provided for in these Specifications, all equipment, materials and articles incorporated in the work shall be new, in current production and the best grade obtainable consistent with general construction usage.

- 2.02 Materials specified by reference to the number of symbol of a specific standard, such as Commercial Standard, Federal Specification or other similar standard, shall comply with the supplement in effect on the date of the Specifications, except as limited to type, class or grade, or modified by these Specifications.

- 2.03 The Contractor shall submit samples of materials for approval when requested and/or directed.

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### 3.03 RESPONSIBILITY FOR MATERIAL AND EQUIPMENT

- A. When received from the carrier and at the time of unloading, the Contractor shall inspect all material for loss or damage. All material, etc., shall be stored in accordance with the manufacturer's recommendations. No shipment of material shall be accepted by the Contractor unless loss or damage has been described on the Bill of Lading by the carrier's agent. Any discrepancies between the Bill of Lading and the physical material shall be noted on the Bill of Lading. All demurrage charges on carloads or truckloads of pipe or other material shall be paid by the Contractor.
- B. The Contractor shall be responsible for all material furnished by it. All such material which is defective in manufacture or has been damaged in transit or has been damaged after delivery shall be replaced by the Contractor at its expense.
- C. All installations and applicable manufacturer's instructions shall be performed in accordance with the Specifications and shall be subject to approval before acceptance. Any approval or acceptance by the Owner does not relieve the Contractor of its obligation to comply with these Specifications.

END OF SECTION 01610

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1- GENERAL

##### 1.01 SCOPE OF WORK

- A. This Section specifies each Contractor's administrative and procedural requirements for project closeout, including but not limited to:
  - 1. Closeout procedures.
  - 2. Final cleaning.
  - 3. Adjusting.
  - 4. Project record documents.
  - 5. Spare parts and maintenance materials.

##### 1.02 RELATED WORK

- A. Section 01340 – Submittals.
- B. Section 01740 – Warranties and Bonds.

##### 1.03 RECORD DOCUMENTS

- A. Maintain on site, one set of the following documents; actual revisions to the work shall be recorded in these documents:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.

- D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish main floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract Drawings.
- F. Submit documents to Engineer with Application for Final Payment.

#### 1.04 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and that work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Provide Operation and Maintenance documents in accordance with Section 01730.
- D. Submit Application for Final Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

#### 1.05 FINAL CLEANING (refer to Specification Section 01710)

1.06 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

END OF SECTION 01700

## SECTION 01710

### FINAL CLEANING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. During the course of construction all efforts shall be made to maintain a neat and orderly project. Clean-up shall be pursued on a regular basis and in conjunction with the construction. The Contractor shall be responsible for clean-up of its Work throughout the entire Project. Upon completion of all construction, final clean-up shall include removal of all excess materials, equipment, backfill, etc. Should the Contractor fail to remove such material, equipment and supplies, the Owner shall have the right to remove them at the expense of the Contractor.
- B. Final site restoration shall be the responsibility of the Contractor. The Site shall be restored to a condition equal to or better than that existing prior to construction. Should the Contractor fail to remove such material, equipment and supplies, the Owner shall have the right to remove them at the expense of the Contractor.
- C. At the completion of construction, the Contractor shall tear down and remove all temporary structures unless expressly directed otherwise by the Owner or the Engineer, and shall remove remaining rubbish of all kinds that accumulated at the Site during the progress of the Work. The Contractor shall remove all concrete and ballast drippings and shall leave the Site and any adjacent property which may have been affected by its operations in a neat and satisfactory condition. All residues of construction activities such as paint drippings, oil stains, etc., shall be removed. All structures and parts thereof constructed by the Contractor shall be thoroughly cleaned and left in first-class conditions.
- D. Preparation of Record Documents as per section 01780 and costs associated with Record Document preparation shall be included and paid for under this section.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01710

## SECTION 01720

### RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. CONTRACTOR shall maintain and provide the Engineer with record documents as specified below, except where otherwise specified or modified.

##### 1.02 SYSTEM DESCRIPTION

- A. Maintenance of Documents:

1. Maintain in CONTRACTOR'S field office in clean, dry, legible condition complete sets of the following: Drawings, specifications, Addenda, approved Shop Drawings, Samples, Change Orders other modifications of Contract Documents, test records, survey data, Field Orders, and all other documents pertinent to CONTRACTOR'S Work.
2. Provide files and racks for proper storage and easy access. File in accordance with filing format of Construction Specification Institute (CSI), unless otherwise approved by Engineer.
3. Make documents available at all times for inspection by Engineer and Owner.
4. Record documents shall not be used for any other purpose and shall not be removed from the Contractor's office without Engineer's approval.

- B. Recording:

1. Label each document "Project Record" in 2-inch high print letters.
2. Keep record documents current.
3. Do not permanently conceal any work until required information has been recorded.
4. Drawings: Legibly mark to record actual construction, including:
  - a. Depths of various elements of foundation in relation to datum.
  - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

- c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible structural features.
- d. Field changes of dimensions and details.
- e. Changes made by Change Order or Field Order.
- f. Details not on original drawings.
- g. As-installed diagrams or schematics for all wiring installed and equipment furnished, installed or wired.
- h. If it is not possible to clearly delineate any of the preceding locations on Contract or Shop Drawings, supplemental single-line drawings shall be provided clearly showing the location of hidden utilities in relation to permanent surface structures. The interpretation of clarity of delineation shall be left solely to the Engineer. It shall be the responsibility of the Contractor to demonstrate to the Engineer the clarity of the utility layout during the interim reviews.
- i. All record drawings shall be prepared in Auto CADD format or equal.

5. Specifications and Addenda: Legibly mark up each Section to record:

- a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- b. Changes made by Change Order or Field Order.
- c. Other matters not originally specified.

C. Review:

- 1. Record Documents will be reviewed by the Engineer at the end of each monthly pay period and at any other interval that is appropriate to see that the recording is kept current.
- 2. If the recorded documents are not acceptable to the Engineer, monthly progress payments will not be made until the record documents are put into a satisfactory and acceptable condition.

1.03 SUBMITTAL

- A. Upon substantial completion of the work, deliver record documents to Engineer. Final payment will not be made until satisfactory record documents are received by

Engineer.

B. Accompany submittal with transmittal letter containing:

1. Date.
2. Project title and number.
3. CONTRACTOR'S name and address.
4. Title and number of each record document.
5. Certification that each document as submitted is complete and accurate.
6. Signature of CONTRACTOR, or its authorized representative.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01720

## SECTION 01740

### WARRANTIES AND BONDS

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements of the Contractor for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

##### 1.02 RELATED WORK

- A. Refer to General and Supplementary Conditions of Contract for the general requirements relating to warranties and bonds.
- B. Contract closeout is included in Specification Section 01700.
- C. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

##### 1.03 SUBMITTALS

- A. Submit in accordance with Specification Section 01340 and 01740 written warranties to the Owner prior to the date fixed by the Engineer for Substantial Completion of the Project.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
- C. At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents and sized to receive 8-1/2-in by 11-in paper.
- E. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Section in which specified and the name of the product or work item.

- F. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of the installer, supplier and manufacturer.
- G. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name and Contract No. and the name, address and telephone number of the Contractor.
- H. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
- I. Schedule of Special Warranties

#### 1.04 WARRANTY REQUIREMENTS

- A. **Related Damages and Losses:** When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. **Reinstatement of Warranty:** When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **Replacement Cost:** Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Authority has benefited from use of the work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. **Rejection of Warranties:** The Authority reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates

the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

- G. Separate Prime Contracts: Each Prime Contractor is responsible for warranties related to its own Contract.
- H. Commencement of Warranty Period for Equipment: The equipment manufacturer shall warranty the equipment for a period of one year from the date of Substantial Completion of the Project. Substantial Completion shall follow successful start-up, testing, and Owner's acceptance of the entire Project.

#### 1.05 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Authority.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01740

## SECTION 01780

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. CONTRACTOR shall maintain and provide the Engineer with record documents as specified below, except where otherwise specified or modified.

##### 1.02 SYSTEM DESCRIPTION

- A. Maintenance of Documents:

1. Maintain in CONTRACTOR'S field office in clean, dry, legible condition complete sets of the following: Drawings, specifications, Addenda, approved Shop Drawings, Samples, Change Orders other modifications of Contract Documents, test records, survey data, Field Orders, and all other documents pertinent to CONTRACTOR'S Work.
2. Provide files and racks for proper storage and easy access. File in accordance with filing format of Construction Specification Institute (CSI), unless otherwise approved by Engineer.
3. Make documents available at all times for inspection by Engineer and Owner.
4. Record documents shall not be used for any other purpose and shall not be removed from the Contractor's office without Engineer's approval.

- B. Recording:

1. Label each document "Project Record" in 2-inch high print letters.
2. Keep record documents current.
3. Do not permanently conceal any work until required information has been recorded.
4. Drawings: Legibly mark to record actual construction, including:
  - a. Depths of various elements of foundation in relation to datum.
  - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

- c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible structural features.
- d. Field changes of dimensions and details.
- e. Changes made by Change Order or Field Order.
- f. Details not on original drawings.
- g. As-installed diagrams or schematics for all wiring installed and equipment furnished, installed or wired.
- h. If it is not possible to clearly delineate any of the preceding locations on Contract or Shop Drawings, supplemental one-line drawings shall be provided clearly showing the location of hidden utilities in relation to permanent surface structures. The interpretation of clarity of delineation shall be left solely to the Engineer. It shall be the responsibility of the Contractor to demonstrate to the Engineer the clarity of the utility layout during the interim reviews.

5. Specifications and Addenda: Legibly mark up each Section to record:

- a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- b. Changes made by Change Order or Field Order.
- c. Other matters not originally specified.

C. Review:

- 1. Record Documents will be reviewed by the Engineer at the end of each monthly pay period and at any other interval that is appropriate to see that the recording is kept current.
- 2. If the recorded documents are not acceptable to the Engineer, monthly progress payments will not be made until the record documents are put into a satisfactory and acceptable condition.

1.03 SUBMITTAL

- A. Upon substantial completion of the work, deliver record documents to Engineer. Final payment will not be made until satisfactory record documents are received by Engineer.
- B. Final record documents provided to the Engineer for review prior to Owner

acceptance shall be in a form of ACAD files. All Contractor's records shall be added to the contract documents in electronic ACAD style format. Paper copies with handwritten Contractor notes shall not be acceptable.

C. Accompany submittal with transmittal letter containing:

1. Date.
2. Project title and number.
3. CONTRACTOR'S name and address.
4. Title and number of each record document.
5. Certification that each document as submitted is complete and accurate.
6. Signature of CONTRACTOR, or its authorized representative.

D. Submittal shall consist of:

1. Letter of Transmittal.
2. Record documents in electronic form on a disc.
3. Paper copy of the record documents.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01780

## SECTION 02002

### HEALTH AND SAFETY

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Work shall include, but not be limited to, the following:
  - 1. Provide all necessary labor, materials, equipment and services and perform all operations subsequently specified herein.
  - 2. Prepare a contractor's Health and Safety Plan (HASP) and field monitoring program applicable to on-site contractor personnel.
  - 3. Provide and install barricade fencing, lighting, warning signs, and other safety measures as necessary to secure the work areas.
  - 4. Obtain all Federal, State, and Local permits required for work covered by this specification.

##### 1.02 RELATED SECTIONS AND DOCUMENTS

- A. Section 02003 – Handling of Contaminated Materials
- B. Section 02015 - Utility Test Pits
- C. Section 02090 - Soil Erosion and Sediment Control
- D. Section 02110 - Mobilization and Clearing Site
- E. Section 02150 – Waste Disposal Requirements
- F. Section 02200 – Earthwork
- G. Section 02390 –Restoration and cleanup

##### 1.03 REFERENCE STANDARDS

- A. All work and materials under this Section shall conform to the latest revision of the following standard specifications, where not otherwise required by the Contract Documents:
  - 1. US Department of Labor Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926).

2. N.J.A.C. 7:26E – Technical Requirements for Site Remediation.
3. NJDEP Guidance Document for the Remediation of Contaminated Soils, January 1998.

#### 1.04 QUALITY ASSURANCE

##### A. Codes and Standards:

1. Perform work specified herein and shown on the Contract Drawings in compliance with the codes and standards listed in this section and with the requirements of all Federal, State, and Local authorities having jurisdiction.

#### 1.05 SUBMITTALS

A. Unless otherwise noted, all submittals shall be provided not less than three weeks prior to mobilization for review by the Engineer. Order of materials, fabrication, and/or mobilization prior to review shall be at Contractor's own risk.

B. Contractor shall submit satisfactory proof of its qualifications for performing the work specified herein. Documentation verifying that Contractor personnel have received the appropriate Hazardous Waste Operator's Training shall be submitted to the Engineer.

##### C. Contractor's Health and Safety Plan (HASP)

1. A Contractor's prepared Health and Safety Plan (HASP) and field monitoring program shall be submitted to the Engineer for review at least two weeks prior to mobilization of equipment or materials to the site.
2. The Contractor shall employ a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) to develop the Contractor's HASP. The CIH/CSP shall prepare the HASP to protect the Contractor's employees, the subcontractor's employees, Owner's employees and consultants, and the public from any potential contamination present in the areas requiring excavation as designated on the construction plans.
3. The HASP shall include all applicable training and qualifications documentation for each health and safety designate.
4. The Contractor is required to prepare and follow a Health and Safety Plan (HASP) to address the known soil and ground water conditions in the project area as included in the Appendix C.
5. The Contractor shall develop a Site-Specific Health and Safety Plan (HASP) in accordance with 29 CFR 1910, 29 CFR 1926 and the Site Specific Health

and Safety Requirements specified herein. The HASP, as needed, shall describe workplace and emergency procedures to be followed so that this project may be constructed in a safe manner.

6. The HASP shall govern all facets of the project constructed and encompass the activities of all persons who enter and/or work on the site.
7. The HASP shall incorporate procedures that conform to all federal, state, and local regulations pertaining to employee working conditions where appropriate, National Institute for Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), US Coast Guard, US Environmental Protection Agency (USEPA), and New Jersey Department of Environmental Protection (NJDEP) and all other applicable health and safety requirements for work in and with contaminated soil, sediment, water and groundwater.
8. The Engineer will not approve the plan, but the Engineer will review all submittals for compliance with the health and safety requirements. Excavation shall not be commenced until the Engineer's review has been completed as evidenced by written comment and acceptance as to completeness and compliance with these specifications.
9. Acceptance of the plan by the Engineer implies only that at the time of review, the Engineer was not aware of any reasons to object to the plan. The acceptance of the plan, by the Engineer, does not relieve the Contractor of any responsibilities under the contract.
10. HASP must be accepted and in place prior to the contractor performing any work on this contract.

#### 1.06 EXISTING CONDITIONS

- A. Environmental borings have not been performed at the site along the subject sewer line. Any additional explorations needed by the contractor to further evaluate the subsurface conditions be provided and paid for by the Contractor at no additional cost to the Owner unless indicated otherwise.
- B. For the purpose of this specification, "contaminated materials" are materials including, but not limited to, historic fill, soil, sediment, and groundwater and debris that contain chemical contaminants at concentrations exceeding the applicable New Jersey Department of Environmental Protection (NJDEP) Site Remediation Standards and New Jersey Ground Water Quality Standards, and NJDEP Ecological Screening Criteria.
  1. No guarantee is expressed or implied for the information given in the above document. No information derived from such above documents will, in any way, relieve Contractor from the responsibility of making its own

explorations, evaluations, inspections, and determinations with respect to the conditions and earthwork requirements at the site. Contractor shall make its own assumptions of subsurface soil, rock, and groundwater conditions which may affect methods of construction of the work.

2. Prior to commencement of any work, Contractor shall consult the records for existing structures and utilities (both above and below grade), and note all conditions and limitations that might affect the work required under this section. The locations of existing structures and utilities shall be verified in the field by Contractor prior to earthwork.
3. By submitting its bid, Contractor warrants that he has visited the site, has made its own examinations, and additional investigations (if necessary) with Owner's permission, of the surface and subsurface conditions, and he fully accepts these as working conditions. No extra payment will be made for lost time or other problems caused by the surface and subsurface conditions.

## PART 2 – PRODUCTS

### 2.01 HEALTH AND SAFETY MONITORING

- A. Products used as part of health and safety procedures shall be consistent with 29 CFR 1910 and 1926 and Contractor's HASP, and with manufacturer's recommendations. Field screening shall be performed in accordance with the Contractor's HASP. The Contractor will supervise all field screening. Field screening must include at a minimum, personal health and safety monitoring of Contractor's work and personnel continuously throughout the work. The Contractor will make determination as to modifications to required personal protective equipment.
- B. Vapor Monitoring Equipment
  1. The Contractor shall be responsible for monitoring for potentially hazardous atmospheres including volatile organic compounds (VOCs) using a properly calibrated Photionization Detector (PID) or Flame Ionization Detector (FID), and oxygen (O<sub>2</sub>), carbon monoxide (CO), hydrogen sulfide (H<sub>2</sub>S), and Lower Explosive Limit (LEL) using a calibrated MultiRAE Plus, or equivalent. Measured PID/FID, O<sub>2</sub>, CO, H<sub>2</sub>S, and LEL readings shall be recorded daily on an air monitoring log. The air monitoring data shall be available for review by the Engineer upon request.
- C. Particulate Monitoring Equipment
  1. The Contractor shall be responsible for particulate monitoring using a Thermo MIE DR-4000 DataRAM, or equivalent. Measured particulate readings shall be recorded daily on an air monitoring log. The particulate

monitoring data shall be available for review by the Engineer upon request.

## PART 3 - EXECUTION

### 3.01 GENERAL REQUIREMENTS

- A. Contractor, and the Contractor's health and safety officer shall attend a pre-construction meeting with the Engineer to understand potential hazards at the site and required health and safety measures. At the pre-construction meeting, Contractor's proposed health and safety measures shall be discussed if excavations are proposed. Requirements discussed at this meeting shall be incorporated into the specification for this work. This meeting shall occur at least three weeks before Contractor mobilizes to the site.

### 3.02 HEALTH AND SAFETY MEASURES

- A. Contractor shall be solely responsible for the health and safety of its own personnel and performing work in accordance with all Federal, State, and Local regulations.
- B. The Contractor shall provide a Contractor's Health and Safety Plan (HASP) in accordance with OSHA regulations for hazardous materials site workers (29 CFR 1910.120 and 29 CFR 1926) and shall provide a safe working environment in accordance with all applicable Federal, State and Local requirements.
- C. Contractor shall designate a Site Health and Safety Officer who shall be responsible for ensuring that the designated procedures are implemented in the field.
- D. The level of protection and the procedures specified in the HASP shall represent the minimum health and safety requirements to be observed by site personnel engaged in Contractor's construction-related activities. The HASP shall detail equipment and methods to be utilized to protect on-site workers and the public from physical injury and adverse health effects due to construction-related activities.

### 3.03 FIELD MONITORING

- A. Real time air monitoring by Contractor shall be conducted for volatile organic compounds (VOCs), PCBs, metal compounds and semi-volatile organic compounds (SVOCs). A photoionization detector (PID) and/or flame ionization detector (FID) shall be used to monitor concentrations of VOCs at personnel breathing-zone height. Dust monitoring for PCBs, metal compounds and SVOCs shall be accomplished with an aerosol/particulate monitor. Air monitoring shall be the responsibility of Contractor. All manufacturers' instructions for instrumentation and calibration shall be available onsite to the Engineer. Measured readings shall be recorded daily on an air monitoring calibration log by Contractor. The air monitoring calibration logs shall be provided to Engineer on a daily basis.

- B. During construction-related activities, a real time multi-gas monitor shall be used by Contractor to monitor VOCs, O<sub>2</sub>, CO, H<sub>2</sub>S, and LEL concentrations. Based on Contractor's monitoring results, the appropriate OSHA safety and health procedures shall be implemented to provide a safe working environment.
- C. The Engineer reserves the right to require additional air monitoring if he deems it necessary.

#### 3.04 ACCESS TO WORK AREAS

- A. Contractor shall provide, erect and maintain all such temporary work areas as may be required for the protection of the public and those employed in or about the facility including but not limited to, warning signs, temporary fences, safety cones, barricades, noise protection barriers, wall partitions, sidewalks, bridges, guide rails around openings, and night lights.
- B. Contractor shall properly close off the work area with barricades equipped with warning signs and lights to protect the safety of facility employees, the public, and the daily on-site operations during construction. Contractor shall operate warning lights during the hours from dusk to dawn each day and as otherwise required. At any time during construction the Engineer will stop work if the work area is inadequately barricaded. Contractor and the Contractor's Health and Safety Officer shall meet with the Jersey City Police Department at least 3 weeks prior to the start of work to review the intended construction safety measures as they relate to the public. Contractor shall coordinate all activities with the Jersey City Police Department and any other public agencies, including utility companies that may be impacted by the work.
- C. Contractor shall provide the Engineer with safe access to and from the work area as required and shall assist and coordinate its activities with the Engineer.

END OF SECTION 02002

## SECTION 02003

### HANDLING OF CONTAMINATED MATERIALS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. All material excavated under this contract shall be considered an environmentally contaminated (regulated) waste material.
- B. This section includes all labor, materials and equipment necessary to remove, store, load, haul, all excavated material to the limits shown on the contract drawings or as directed by the Engineer. This item shall also include all work, material and equipment necessary to deliver the material removed from the construction site for disposal at a properly authorized off site disposal facility.
- C. This work includes handling, temporary material storage, staging, grading, the protection of structures and utilities above or below grade, existing, or under construction; and general maintenance of the Project Site. This item also includes protection of existing structures and utilities adjacent improvements, odor control and all else necessary for or incidental to complete this work.
- D. The Contractor shall provide the Owner with all receipts from the off-site disposal facility verifying proper disposal. All disposal fees shall be paid for by the Contractor. Material removal, hauling and disposal shall be in accordance with all local, County, State and Federal Regulations.
- E. Unclassified debris shall be disposed of at a properly authorized landfill facility supplied by the Contractor.
- F. The Contractor shall coordinate and pay for all disposal scheduling, testing and analysis, material classification that may be required for disposal and secure all permits required by the regulated facility and regulatory agencies.
- G. During removal and hauling, the Contractor shall conduct its operations in such a manner as to maintain the original cleanliness of the work area and streets and roads used for transportation. The Contractor shall utilize watertight containers or trucks when hauling the collected material from the work site to the properly authorized disposal facility. If any cleaning is required at the end of the removal operation to return the work area to its original cleanliness, it shall be accomplished by the Contractor at no additional cost. Upon completion of material removal operations, the entire work area and portions of the sites affected by the work shall be cleaned to the satisfaction of the Engineer.
- H. If water is required for the Contractor's operations, it shall be provided and paid for by the Contractor.

- I. If material dewatering is required it shall be the Contractor's responsibility. Dewatering and liquid disposal shall be provided and paid for by the Contractor.
- J. The Contractor is advised that the work site is restrictive in layout and careful coordination of its activities, physical plan, stockpiling and other operation shall be required at all times. At no time shall the Contractor be permitted to extend its operations outside the construction limits (limits of disturbance) shown on the plans. The Contractor shall note that any additional storage area located outside the project limits to handle the excavated material prior to removal must be provided, secured and paid for by the Contractor. The Contractor shall secure compliance with all applicable local, State and Federal regulations for any Contractor's storage/handling areas.
- K. The Contractor shall visit the site prior to the submittal of the bid to determine the site conditions, the exact nature, scope of work to be performed and type and nature of the material to be removed. Site visit shall be as indicated in the Special Provisions section of this contract.
- L. Contractor shall be required to handle environmentally contaminated materials at the site. Contractor's work shall include handling of these contaminated materials.
- M. For the purpose of this specification, all excavated materials shall be assumed to be "environmentally contaminated materials". "Environmentally contaminated materials" are materials including, but not limited to, historic fill, soil, sediment, groundwater, and debris that contain chemical contaminants at concentrations exceeding the applicable New Jersey Department of Environmental Protection (NJDEP) Site Remediation Standards, New Jersey Ground Water Quality Standards, and NJDEP Ecological Screening Criteria.

## 1.02 SCOPE OF WORK

- A. The work shall include, but not be limited to, the following:
  - 1. Provide all necessary labor, materials, equipment and services and perform all operations required to handle contaminated materials including, but not limited to, soil, sediment, groundwater and debris as subsequently specified herein.
  - 2. Containerization or stockpiling of excavated materials for transport of such material to off-site disposal.
  - 3. Decontamination of all equipment used for handling contaminated materials prior to removing the equipment from the site or moving the equipment to other areas of the site.

### 1.03 RELATED SECTIONS AND DOCUMENTS

- A. Section 02002 – Health and Safety
- B. Section 02015 – Utility Test Pits
- C. Section 02110 – Mobilization
- D. Section 02150 – Waste Disposal Requirements
- E. Section 02200 – Earthwork

### 1.04 REFERENCES

- A. New Jersey Administrative Code
- B. American Society for Testing and Materials
- C. American Association of State Highway and Transportation Officials Standards.
- D. Occupation Safety and Health Administration Standards.
- E. All work and materials under this section shall conform to the latest revision of the following standard specifications, where not otherwise required by the Contract Documents:
  - 1. N.J.A.C. 7:26E – Technical Requirements for Site Remediation
  - 2. NJDEP Field Sampling Procedures Manual, May 1992
  - 3. NJDEP Guidance Document for the Remediation of Contaminated Soils, January 1998

### 1.05 QUALITY ASSURANCE

- A. Code and Standards
  - 1. Perform work specified herein as shown on the Contract Drawings in compliance with applicable requirements of the standards listed in this section, as well as requirements of all Federal, State and Local authorities having jurisdiction.
  - 2. Contractor shall cooperate with the Engineer to facilitate the progress of the work.

## 1.06 SUBMITTALS

- A. Staging plan.
- B. Traffic protection plan.
- C. Unless otherwise noted, all submittals shall be provided not less than three weeks prior to mobilization for review by the Engineer and owner. Order of materials, fabrication, and/or mobilization prior to review shall be at Contractor's own risk.
- D. Contractor shall submit satisfactory proof of its qualifications for performing the work specified herein. Contractor performing the work of this section shall demonstrate that the firm and the personnel it intends to use have at least ten years of experience successfully completing contracts involving handling of contaminated materials on a scale as that specified for this project or criteria.
- E. Professional Personnel
  - 1. Submit names of the personnel that will be assigned to this project as well as copies of any certifications required to perform the work (e.g., HAZWOPER 40-hour Health and Safety Training Certificate, etc.)
- F. Health and Safety Measures
  - 1. See section 02002 Health and Safety for a Health and Safety Plan (HASP) requirements.
- G. Excavated Material and Groundwater Management Plan (EMGMP)
  - 1. The plan must comply with requirements described in the contract documents.

## 1.07 PROTECTION OF ADJACENT STRUCTURES AND PROPERTY

- A. It is the Contractor's responsibility to ensure that contaminated materials will not be spilled, placed, or otherwise discharged into areas other than those specified in the Contractor Documents. Any unauthorized placement, spill, or discharge of contaminated materials by Contractor shall be completely removed by Contractor at its own expense.
- B. Any unauthorized placement, spill, or discharge of contaminated material by Contractor shall be reported immediately to the Engineer.
- C. All costs associated with repairing any damage shall be Contractor's sole responsibility, and such repairs shall be made to the satisfaction of respective Owners.

## 1.08 COLLECTION OF ENVIRONMENTAL SAMPLES

- A. Contractor shall assist the Engineer to collect any environmental samples required by the Engineer during the course of the Work. Contractor shall provide safe and secure access to the work area for the purpose of collecting environmental samples.

## 1.09 HEALTH AND SAFETY MEASURES AND FIELD MONITORING

- A. Contractor shall be solely responsible for the health and safety of its own personnel and performing work in accordance with all Federal, State, and Local regulations and the requirements of Section 02002 – Health and Safety of these specifications.

## 1.10 COORDINATION

- A. The Contractor shall carefully coordinate its activities, stockpiling and other operations so that there is no interference with adjacent improvements or traffic. At no time shall the Contractor be permitted to extend its operations to areas outside the Limits of Disturbance as indicated on the Contract Drawings.
- B. Ample precautions shall be taken by the Contractor to protect existing structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by dewatering, earthwork operations or any other activities by the contractor. Any damage to the pavement or concrete on roads, parking lots, sidewalks or other improved surface used by the Contractor due to construction activities or traffic shall be repaired to the satisfaction of the Owner at no additional cost.

## PART 2 – PRODUCTS

### 2.01 REMOVAL

- A. All excavated material shall be removed to the satisfaction of the Engineer in accordance all local, state and federal regulations and in accordance with contract documents.
- B. The Contractor is required to prepare and follow a Health and Safety Plan (HASP) to address the known soil and ground water conditions within the proposed area of excavations. HASP must be submitted to the Engineer for review prior to construction.
- C. The material shall be removed by a Contractor experienced and certified to perform this kind of work.

### 2.02 EROSION

- A. The erosion of the stockpile banks or other property which might be affected by the project; or the erosion of any material temporarily stored at the site, or elsewhere, such as might produce increased sedimentation in the adjacent areas, is

not allowed and shall be prevented. Erosion shall be prevented during and following the construction.

### 2.03 TEMPORARY STORAGE AREAS

- A. Temporary storage areas, if required for the contractors operations, shall be assured by the Contractor outside limits of this project.
- B. Excavated materials may be stored by the Contractor at temporary storage areas approved by the Engineer. Whenever excavated material cannot be placed near the trench, the Contractor shall obtain and submit to the Engineer written permission from property owners of areas to be used for temporary storage. Temporary storage shall not exceed duration longer than provided by NJDEP regulations.
- C. Temporary storage area shall be prepared to temporarily handle the excavated material at the location designated, provided, permitted, paid for and arranged by the Contractor. The area shall be graded and/or bermed to temporarily accept excavated material as required. Temporary storage sites shall be selected so that the weight of the stored material cannot compress the underlying soils such that settlement of the ground or damage to existing improvements can occur.
- D. An impervious barrier shall be provided to separate the temporary stored material from the existing subgrade materials or soils in accordance with NJDEP protocol.
- E. Temporary stockpiling of removed materials shall be kept to a minimum during the project. The affected temporary storage grounds shall be cleaned up and restored to its former condition at the end of the project. Prior to final payment of the project, the Contractor shall submit to the Engineer releases from property owners on whose land excavated materials have been stored.

### 2.04 PREPARATION OF THE AREA

- A. The Contractor shall protect the existing structures, existing paved areas sidewalks and on-site utilities and other surface and subsurface improvements. Installation of sediment control measures shall be as per Soil Erosion District Regulations, and making other necessary provisions for handling the heavy equipment shall be used during construction.
- B. The Contractor shall protect existing trees and vegetation located outside the proposed construction, staging and stockpiling areas, and their roots from possible damage resulting from the proposed project.
- C. The Contractor shall install and maintain signs and/or barriers at the project designating the site as a construction area.

## PART 3 - EXECUTION

### 3.01 GENERAL REQUIREMENTS

- A. Contractor shall attend a pre-construction meeting with Owner and the Engineer to understand procedures and requirements for handling contaminated excavated materials which may be encountered at the site. At the meeting, Contractor's proposed methods and scheduling shall be discussed. Requirements discussed at this meeting shall be incorporated into the specification for this work.

### 3.02 PREPARATION

- A. Contractor shall obtain all necessary Federal, State and Local permits and approvals required to perform the work, and implement all necessary health and safety requirements identified in these specifications.

### 3.03 HANDLING OF CONTAMINATED SOIL

- A. Contractor shall load, transport, and dispose excavated contaminated materials as specified in the Contract Documents and approved by the Engineer. Contractor shall conduct the transport of the contaminated materials in accordance with all local, County, State and Federal regulations.
- B. All contaminated excavated soil shall be loaded, transported, and placed without tracking or spilling. Any suspected contaminated soil spilled, tracked, or otherwise deposited in areas not approved by the Engineer shall be removed by the Contractor at its own expense.
- C. The Hudson County District Solid Waste Management Plan requires all non-hazardous Type 27 waste to be delivered to the NJ Meadowlands Commission for disposal. The NJMC can accept contaminated soils for disposal, but not if it is determined to constitute hazardous waste.
- D. Contractor shall keep accurate, detailed records of the amount of contaminated soil handled, and the locations where the contaminated soil is disposed.
- E. Contractor shall implement all dust suppression measures necessary to minimize the generation of dust while handling known or suspected contaminated soil. Contractor shall provide the Engineer with proposed treatment and/or disposal methods. Contractor shall complete any necessary manifests required for offsite transport and disposal. Copies of any weight tickets and/or manifests for the contaminated soil shall be provided to the Engineer, on a daily basis, within 48 hours of transporting the material.

### 3.04 HANDLING OF CONTAMINATED SEDIMENT

- A. Contaminated sediment should be expected to be encountered during the work. The Contractor shall notify the Engineer immediately if sediment suspected to be contaminated is identified during the work.
- B. Contractor shall not treat and/or dispose of any contaminated sediment without written authorization from Owner. Any treatment and/or disposal of contaminated sediment prior to receiving written authorization will be at Contractor's sole risk.
- C. Contractor shall handle any sediment known or suspected to be contaminated in the same manner as contaminated soil.
- D. Sediment known or suspected to be contaminated shall be transported using watertight containers or trucks.

### 3.05 HANDLING OF FREE PRODUCT

- A. Free product consisting of petroleum or other chemical products may potentially be encountered in soil or groundwater during the work. Contractor shall notify the Engineer immediately if free product is identified during the work.
- B. If removal of free product is required to complete the work, Contractor shall provide the Engineer with proposed removal and disposal methods, as well as a cost estimate for removing and disposing of the free product.
- C. Contractor shall not remove or dispose of any free product without written authorization from the Owner. Any removal or disposal of free product prior to receiving written authorization will be at Contractors sole risk.
- D. If free product contamination is identified during the work, Contractor shall remove the free product to the extent practical. If the free product is found floating on the groundwater surface, Contractor's methods for removing the free product shall minimize the amount of water removed with the product.
- E. Handling of all free products shall be consistent with NJDEP requirements.

### 3.06 HANDLING OF CONTAMINATED DEBRIS

- A. All debris shall be stockpiled at the locations indicated by the Engineer.
- B. The debris shall be stockpiled on an impervious surface or on 10 mil thick plastic sheeting. The debris stockpile shall be covered with 10 mil thick plastic sheeting securely weighted to prevent movement by the wind.

### 3.07 HANDLING OF CONTAMINATED GROUNDWATER

- A. All equipment used to handle contaminated materials shall be thoroughly decontaminated prior to removing the equipment from the site or moving the equipment to uncontaminated areas of the site.
- B. Contractor shall construct a decontamination facility if necessary to contain and collect all wash water, soil and sediment produced during decontamination of equipment such as excavators, trucks or other items which may come into contact with contaminated materials.
- C. Decontamination of equipment shall consist of pressure washing or steam cleaning as required to prevent off-site tracking of soil, or tracking soil from contaminated areas of the site to clean areas.
- D. Decontamination shall be considered complete when all visible oil, grease, soil, sediment and groundwater have been removed from the surface of the item being decontaminated.
- E. All wheels, tracks, and exterior surfaces of equipment used to perform the specified work shall be decontaminated prior to leaving the site, as necessary, to prevent off-site tracking of potentially contaminated soil
  - 1. Contaminated equipment shall not be driven or towed along public roadways.
  - 2. If, in the Owner's opinion, the site or adjacent roadways are affected by inadequately decontaminated equipment, Contractor shall remove the soil in question at no additional cost.
- F. All wash water, soil, and sediment collected during decontamination operations shall be disposed of off-site by the Contractor. Materials for off-site disposal shall be placed into appropriate containers and staged on-site at the location selected by the Engineer.

### 3.08 WASTE DISPOSAL

- A. See section 02150 – Waste Disposal

### 3.09 LIMITS OF MATERIAL REMOVAL

- A. Limits of material removal and excavation shall be as shown in contract documents and if and where directed by the Engineer.

### 3.10 METHODS OF CONSTRUCTION

- A. Methods of material removal/hauling and disposal shall be approved by the

Engineer.

- B. Prior to the start of actual construction, the Contractor shall submit for review and approval by the Engineer its plan for executing the work of the contract as described herein.
- C. All trucks and containers used for off-site hauling of the material must be watertight and kept in good condition and the bodies provided with proper doors/gates or appliances to prevent material spillage or leakage.
- D. The Contractor shall protect all newly graded/backfilled areas from traffic and erosion.
- E. The Contractor is advised that all solid waste identified by State Regulations NJAC 7:26-1, et seq., must be disposed at off-site locations selected and paid for by the Contractor.
- F. The use of coverings on trucks hauling materials may be required by local ordinances in various municipalities; no additional claims shall be made by the Contractor due to such requirements. Truck wheels shall be cleaned prior to leaving the project site so that no mud or other material is left on public roads. Any material left on the road shall be immediately cleared by the Contractor at the Contractor's expense.
- G. Burning of material shall not be permitted.
- H. The Contractor is advised that the disposal of material in wetlands, stream corridors, and floodplains is strictly prohibited, even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by it will be brought to the immediate attention of the responsible regulatory agencies with a request that appropriate action be taken against the offending parties.
- I. The disposal sites shall not be located in areas that the State or local government has designated to be critical to the environment, as mentioned in the NJDEP Environmental Guidelines and the State Wetlands Act.
- J. The Contractor is required to keep on-site sufficient equipment and labor to meet the requirements of the specified work, within the required time frame. The equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the work as specified. The equipment plant shall be subject to the inspection of the Engineer at all times.
- K. Any material deposited in places other than those designated or approved by the Engineer, or which escapes from such places, will not be paid for and the Contractor may be required to remove such misplaced material and deposit it where directed at its expense. Should the Contractor during the progress of the work, lose, dump or misplace any material, plant, machinery or appliance, which,

in the opinion of the Engineer or the Jersey City Police Department, may be dangerous to or obstruct vehicular traffic, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Engineer or inspector, and when required shall mark or barricade such obstructions until the same are removed. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Engineer, and the cost of such removal may be deducted from any money due or to become due to the Contractor or may be recovered under its bond.

- L. Odors from the on site stockpiled materials and material pH stabilization shall be controlled by application of lime.
- M. All material such as brush, logs, stumps, large stones, asphalt, concrete pavement, unusable excavated material, etc., shall be trucked from the Project Site and dumped at approved off-site disposal areas. The Contractor shall, at its own expense, comply with all local, State and Federal laws and regulations governing the use of the Project Site, including types and quantities of material removed. In disposing of all materials, it shall comply with the requirements enumerated elsewhere in the Specifications.
- N. At no time shall ocean disposal be permitted.

### 3.11 MATERIAL REMOVAL/EXCAVATIONS

- A. The Contractor shall be responsible to excavate and remove all material from the trench prior to placing bedding and prior to construction of any piping.
- B. The excavated material shall be disposed of in accordance with all applicable laws, rules and regulations of the Federal, State, local, or any other agency with jurisdiction of its disposal. The Contractor is required to provide all permits and all tests required for handling\hauling of the material as well as for the material disposal at the final off site disposal location.
- C. The Contractor shall be responsible for costs of removed material handling and transportation to the disposal site.
- D. Reuse of excavated material is prohibited under this contract.

### 3.12 EXCAVATED MATERIAL TESTING

- A. Contractor to classify the soils using testing procedures as required by the contractor's chosen disposal facility and at a minimum it shall be assumed testing will include parameters formerly known as a full NJDEP ID27 protocol including but not limited to a Toxicity Characteristic Leaching Procedure (TCLP) test for metals and volatile arsenic – volatile organics as well as hexavalent chromium, PCBs, TPH, ignitability, reactivity and corrosivity.

- B. If Contractor's additional explorations and tests determine any material to be outside limits established during design or hazardous, the Contractor shall stop material excavation/removal/handling activities and cover material with an impervious synthetic liner and immediately report this condition to Owner. Any further handling of hazardous material is outside the scope of this contract.
- C. Contractor shall be responsible for necessary sampling, testing, classification, and disposal of all excavated material. This includes, but is not limited to, field sampling and laboratory analysis, and submittal of NJDEP forms, preparation and obtaining permits and paying fees for classifying excavated materials per NJDEP requirements.
- D. The Contractor shall be responsible to test the excavated material (if required by the disposal site) and to provide all stabilization, dewatering, drying, or other treatment necessary to make the material acceptable for disposal at the selected disposal facility.

### 3.13 ODOR CONTROL AND pH ADJUSTMENT

- A. Any odors or pH adjustment that may occur during the temporary material storage shall be controlled by lime addition uniformly spread over the entire area. The Contractor shall measure pH and, if and where required by the Engineer, shall provide lime and spreading equipment to control odors. The lime dose shall be sufficient to control any foul odors.

### 3.14 MATERIAL MEASUREMENTS

#### A. MATERIAL DISPOSAL MANIFESTS/TICKETS

All off site material disposal tickets/manifests issued by the licensed off site disposal facility shall be submitted to the Engineer for records. Payment for the pipe repairs/lining shall not be made to the contractor unless payment request is submitted with manifests from the off site licensed disposal facility for covering disposal of all excavated material.

#### B. MATERIAL QUANTITY

Material quantity removed from the site and disposed off site will not be measured. Removal, excavation and material disposal costs shall be included in various pay items scheduled in the proposal.

END OF SECTION 02003

## SECTION 02015

### UTILITY TEST PITS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Utility test pits shall be dug at locations shown on the plans or designated by the Engineer to locate underground structures or utilities which may conflict with the proposed work.

##### 1.02 RELATED WORK

- A. Section 02200 - Earthwork

##### 1.03 SYSTEM DESCRIPTION (NOT APPLICABLE)

##### 1.04 REFERENCES (NOT APPLICABLE)

##### 1.05 SUBMITTALS

- A. Details of horizontal and vertical locations, size, material, condition, and applicable information on all utilities and structures encountered during test pit excavations.

#### PART 2 - PRODUCTS (NOT APPLICABLE)

#### PART 3 - EXECUTION

- 3.01 The Contractor shall excavate at locations shown on the plans, locations as directed by the Engineer or at locations selected by the Contractor and approved by the Engineer. The Contractor shall excavate to the limits and depths that may be necessary to locate underground structures or utilities. It shall be the Contractor's responsibility to measure and record the size, material, condition, and horizontal and vertical location of all utilities encountered during test pit excavations and submit this information to the Engineer.
- 3.02 All test pits indicated on the plans or ordered by the Engineer shall be dug a minimum of two weeks prior to start of construction. The information obtained from the test pits will enable the Engineer to make any necessary modifications prior to construction. Construction shall not begin until the Engineer gives authorization to proceed after all test pits have been excavated and necessary information has been submitted to the Engineer.
- 3.03 All provisions of other portions of the specifications, as they relate to the excavation of test pits, shall apply. These shall include, but are not limited to, provisions listed for cutting and removal of pavements, protection of underground utilities, excavation and backfill,

dewatering trench, temporary sheeting and bracing, temporary pavement, and the provisions of maintenance and protection of traffic.

- 3.04 Utility test pits shall be dug to the horizontal dimensions and depths necessary to locate the utility or utilities for which that pit is being dug, or to the dimensions ordered by the Engineer.
- 3.05 Utility test pits shall be hand dug where necessary to avoid utility conflicts.

END OF SECTION 02015

## SECTION 02090

### SOIL EROSION AND SEDIMENT CONTROL

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Soil Erosion and Sediment Control shall include implementation and maintenance of soil erosion and sediment control devices and construction procedures, as shown on the Drawings or as required by a certified Soil Erosion & Sediment Control Plan or as directed by the Engineer, which will reduce and prevent soil losses and associated damages from sedimentation during construction of this project.
- B. All work shall be in conformance with the contract documents and Standards for Soil Erosion and Sediment Control in New Jersey revised and adopted September 9, 1974, and the latest revisions thereof.

##### 1.02 RELATED WORK

- A. Section 02110 - Mobilization
- B. Section 02200 - Earthwork

##### 1.03 DESCRIPTION

- A. Furnishing all materials and installation of proper measures to reasonably control soil erosion from construction operations and prevent excessive flow of sediment from the construction site.
- B. Such work may include, but not be limited to, the following installations:
  - Water diversion structures
  - Diversion ditches
  - Silt fence
  - Hay bale inlet protection
  - Seeding, mulching and/or sodding critical areas

##### 1.04 REFERENCES

- A. Materials used in all installations shall conform to the requirements of appropriate current articles of "Standards for Soil Erosion and Sediment Control in New Jersey."

#### PART 2 - PRODUCTS

- 2.01 Hay bales shall be salt hay bound together with nylon or wire.

- 2.02 Stakes for securing hay bales may be either steel or wood and conform to the sizes shown on the Drawings.
- 2.03 Stone aggregate shall be 1-1/2 to 2-1/2 inches in diameter.
- 2.04 Silt fence shall be a woven polypropylene fabric resistant to soil chemicals, mildew, insects and exposure to sunlight. The fabric shall have the following minimum values:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Average Value</u>
Tensile Strength (lbs)	ASTM-D-1682	200 WARP
Elongation (%)	ASTM-D-1682	25
Burst Strength (psi)	Mullen Burst Test	300
Retention Efficiency (%)	VTM-51-79	75
Equiv. Opening Size	U.S. Sieve No. Equiv.	30/50

- 2.05 Stakes for securing the silt fence may be either wood or steel as recommended by the silt fence manufacturer.
- 2.06 Landscaping materials shall conform to Section 800-Landscaping of the Standard Specifications.
- 2.07 Materials shall conform to the requirements of appropriate articles of "Standard for Soil Erosion and Sediment Control in New Jersey" revised and adopted September 9, 1974, and the latest revisions thereof.

**PART 3 - EXECUTION**

- 3.01 All soil erosion and sediment control practices shall be constructed in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey," or as approved for this project.
- 3.02 The smallest practicable area of land shall be exposed at any one time during the project and wherever feasible, natural vegetation shall be retained and protected. Stripping of vegetation, grading or other soil disturbance shall be done in a manner which will minimize soil erosion.
- 3.03 A schedule of construction operations shall be submitted to the Engineer for approval.

- 3.04 A 72 hour notice shall be given to the Engineer and the Soil Conservation District prior to the start of construction or grading.
- 3.05 All soil erosion and sediment control devices shall be in place prior to any major soil disturbance or installed and removed in their proper sequence to allow for further operations on the site.
- 3.06 All sediment control structures shall be checked and maintained on regular basis and all basins shall be cleaned periodically when storage capacity is affected by siltation.
- 3.07 The Contractor shall employ construction methods and means that keep flying dust to a minimum and shall provide for the laying of water on the project and on roads, streets and other areas immediately adjacent to the project limits, wherever traffic or buildings that are occupied or in use, are affected by such dust caused by his hauling or other construction operations. The materials and methods used are subject to approval by the Engineer. Calcium chloride may be applied at the rate of 1.5 pounds per square yard at locations approved by the Engineer and/or SCD personnel.
- 3.08 During construction, any additional control measures as deemed necessary to prevent erosion or control sediment beyond those measures shown on the approved plans shall be installed or employed at the direction of the Engineer.
- 3.09 After completion of construction, soil and sediment controls shall be left in place until all disturbed areas are stabilized.
- 3.10 Disturbed areas, including roadway embankments, shall be maintained in a rough graded condition and temporarily seeded and/or mulched until proper weather conditions exist for the establishment of permanent vegetative cover.
- 3.11 Slopes exceeding 15 percent require special treatment. Measures such as water diversion berms, sodding, or the use of jute or excelsior blankets should be used as appropriate. Hay bales shall be placed at the base of the slope prior to ground disturbance. Steep slopes that have been disturbed, if not sodded, shall be seeded and mulched immediately after construction is complete. Slope boards or other measures necessary to prevent slumping of the disturbed slope shall be incorporated, where appropriate.
- 3.12 All areas disturbed by grading, including soil stockpiles, which will not be used or constructed upon for a period greater than thirty (30) days shall be temporarily seeded and protected as required.
- 3.13 All areas disturbed by grading which will not be constructed upon within six (6) months are to be stabilized with permanent type seeding and fertilizing.
- 3.14 All disturbed areas shall be topsoiled, limed and fertilized prior to both temporary and permanent seeding in conformance with charts and tables as set forth in the "Standard for Soil Erosion and Sediment Control in New Jersey."

- 3.15 Hay bales shall be deemed unacceptable filter material in areas greater than one-half (1/2) acre.
- 3.16 Access and haul roads shall be protected with stone access strips and coarse stone filters in appropriate locations.
- 3.17 Mulching - Will be required at disturbed areas during non-growing seasons.
- A. Mulch materials shall be unrotted salt hay or small grain straw at the rate of 1-1/2 to 2 tons per acre, or 70 to 90 pounds per 1,000 square feet. Mulch should not be ground or chopped into short pieces.
- B. Spread uniformly by hand or mechanically so that approximately 75 percent to 95 percent of the soil surface will be covered. For uniform distribution of hand spread mulch, divide area into approximately 1,000 square feet sections and distribute 70 to 90 pounds within each section.
- C. Mulch anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes and costs.
1. Peg and Twine - Drive 8 to 10 inch wooden pegs within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a criss-cross and a square pattern. Secure twine around each peg with two or more round turns.
  2. Mulch Netting - Staple paper, jute, cotton or plastic nettings to the soil surface. Use dependable netting in areas to be mowed.
  3. Mulch Anchoring Tool - A tractor-drawn implement especially designed to punch and anchor mulch into the surface soil. This practice affords maximum erosion control, but its use is limited to those slopes upon which the tractor can operate safely. Tool penetration should be about 3 to 4 inches. On sloping land, the operation should be done on the contour.
  4. Liquid Mulch-binders - May be used to anchor salt hay or straw mulches.
    - a. Application should be heavier at edges where wind catches mulch, in valleys and at crests of banks. Remainder of area should be uniform in appearance.
    - b. Use on of the following:
      - (1) Synthetic plastic emulsion shall be miscible with all normally available water when diluted to any proportions. After

drying, the synthetic plastic binder shall no longer be soluble or dispersible in water but shall remain tacky until the grass seed has germinated. The plastic binder shall be physiologically harmless and shall not have phytotoxic or crop-damaging properties.

- (2) Vegetable based gels which can be classified as naturally occurring power-based hydrophilic additives formulated to provide gels, which, when applied under curing conditions, shall form membraned networks of water insoluble polymers. The vegetable gel shall be physiologically harmless and shall not have phytotoxic or crop-damaging properties.

- 3.18 Storm drainage inlets are to be either capped or protected by temporary filter devices to prevent the entry of sediment carried by runoff water until vegetation and/or paving is established as planned.
- 3.19 Wherever well points, pumps or other dewatering methods are used, care shall be taken to provide for the elimination of erosion and entrapment of sediment at the outfall of said dewatering.
- 3.20 All drainage swales shall be parabolic in shape unless otherwise noted and shall conform to SCD design standards.
- 3.21 Drainage swales and other structures shall be located in the field so as to retain as much of the original vegetation as possible, especially large trees.
- 3.22 Permanent vegetation to be seeded or sodded on all exposed areas within 10 days after final grading. Mulch should be used as necessary for protection until seeding is established.
- 3.23 A subbase course will be applied immediately following rough grading and installation of improvements in order to stabilize streets, roads, driveways and parking areas.
- 3.24 Immediately following initial disturbance of rough grading, all critical areas subject to erosion (i.e. steep slopes) will receive a temporary seeding in combination with straw mulch or a suitable equivalent, at a rate of 2 tons per acre, according to State standards.
- 3.25 Traffic control standards require the installation of a 50' x 30' x 1.0' pad of 1-1/2" to 2-1/2" stone, at all construction driveways, immediately after initial site disturbance.
- 3.26 Silt fence may be substituted for the hay bale erosion checks at locations shown on the plans. The silt fence shall be installed as shown on the details or as recommended by the manufacturer of the actual silt fence used.
- 3.27 After final acceptance of the project, the Owner shall be responsible for maintenance of the drainage systems including outlet structures and grassed swales.

3.28 The Contractor shall remove all soil erosion control measures at completion of the construction project, or at such time when all disturbed areas are stabilized, and all else necessary therefor and incidental thereto.

END OF SECTION 02090

SECTION 02100  
TRAFFIC CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This item includes maintaining and protecting traffic, detours, stage construction, traffic control coordinator, traffic control devices, traffic control plan, and traffic directors.

1.02 RELATED WORK

- A. Section 02090 - Soil Erosion and Sediment Control
- B. Section 02110 – Mobilization
- C. Section 02200 – Earthwork
- D. Section 02390 - Restoration and Cleanup

1.03 SYSTEM DESCRIPTION (NOT APPLICABLE)

1.04 REFERENCES

- A. Manual on Uniform Traffic Control Devices
- B. Traffic Engineer of the New Jersey Department of Transportation
- C. NJDOT Standard Specifications for Road and Bridge Construction

1.05 SUBMITTALS (NOT APPLICABLE)

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 MAINTAINING AND PROTECTING TRAFFIC

- A. When vehicular or pedestrian traffic or both are to be maintained within the scope of the Project, the Contractor shall plan and carry out the Work to provide for the safe and convenient passage of such traffic.
- B. When the construction involves improvement of an existing roadway, the roadway shall be kept open to traffic unless otherwise approved or shown on the

Plans.

- C. The portion of the Project which is opened to traffic shall be kept in such condition that traffic is adequately accommodated. Temporary approaches or crossings and intersections, and access to trails, roadways businesses, parking lots, residences, garages, and farms shall be provided and maintained in a safe condition. The owners of adjoining properties shall be given a written notice at least 48-hours prior to the beginning of any Work which interferes with the owners' normal passage.
- D. Equipment or machinery having crawler tracks or other treads that mar or damage pavements shall not move over or operate from newly constructed or existing pavements unless precautions are taken to prevent damage.
- E. Any damage to newly constructed or existing pavements within the limits of the Project or adjacent thereto, which, in the opinion of the Engineer, was caused by the Contractor's operations, shall be repaired as directed, at the Contractor's expense or the repairs will be made by the OWNER and the cost of such repairs will be deducted from any monies due or that may become due the Contractor.
- F. Any restrictions of required traffic lane widths or diversion of traffic at any time are subject to approval.
- G. Reduction of the number of lanes available for traffic or restriction of existing widths of traveled way will not be permitted until after 8 AM and shall be removed prior to 4 PM unless otherwise permitted.
- H. Work which will interfere with traffic or restrict the width of a traveled way available for traffic shall not be performed on Saturdays, Sundays, or Legal Holidays unless otherwise permitted by the Engineer.
- I. Except as necessary during actual working hours, equipment, materials, personnel or employee vehicles shall not occupy any traveled way, shoulder, median or sidewalk area within or adjacent to the Project that is open to traffic.
- J. If approved by the Engineer, property adjacent to the traveled way and shoulders may be used for storage of equipment and materials provided the equipment and materials are more than 30 feet from the traveled way.
- K. Work which closes or alters the use of existing roadways shall not be undertaken until adequate temporary or permanent provisions for traffic have been approved.
- L. Where it is necessary for pedestrians to cross or walk within the limits of the Project, temporary sidewalks shall be provided, maintained, and removed when work has been completed.

- M. Prior to beginning a seasonal shutdown or any other prolonged work stoppage or when work is suspended by the OWNER, all excavated areas within the traveled way or adjacent thereto shall be brought to a grade compatible with the existing traveled way or to finished grade, as approved.
- N. The Contractor shall be responsible for maintenance within the project limits until acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times.
- O. In the case of a Contract requiring the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.
- P. On any section opened to traffic, whether provided for in the Contract documents or opened as directed, any damage to the roadway due to traffic or the Contractor's operations shall be repaired at no cost to the OWNER.
- Q. The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic or for damage to the project caused by the operation of snow plows or other snow removal or de-icing operations carried on by others.
- R. The Engineer may direct the Contractor to construct bituminous concrete patch in order to maintain sections of traveled way and shoulders in a smooth riding condition at all times including during seasonal shutdowns. No separate payment for bituminous concrete patch will be made and the cost thereof shall be included in the various items scheduled in the proposal.
- S. If the Contractor at any time fails to comply with these provisions, the OWNER, with the advice of the Engineer, may immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the OWNER may proceed to maintain the project and the entire cost of this maintenance will be deducted from any monies due or that may become due the Contractor.
- T. Night-time Operations
  - 1. Night-time operations shall be illuminated by a lighting system which shall provide the construction area with a minimum illumination intensity of 5 foot candles and shall be positioned and operated so as to preclude glare to traffic. The lighting system shall not include incandescent lights.
  - 2. The cost of the lighting system for night-time operations will not be paid for separately but shall be included in the prices bid for the various bid items scheduled in the Proposal.

3. Work on the project shall not be performed during the hours of darkness unless authorized. All workmen performing in the dark shall wear reflectorized garments as specified below for traffic directors.
4. All equipment used for night-time operations shall have a minimum of 72 square inches of high intensity reflective sheeting toward the extremities of each side of the equipment. A minimum of 144 square inches of the sheeting shall be visible from each direction.

### 3.02 DETOURS

- A. In the event that it becomes necessary for the Contractor to reroute traffic over detours that are not shown on the Plans, the Contractor will be required to obtain the consent of the local police department and the concurrence of the Engineer for any detours. The Contractor will not be allowed to commence its operations requiring additional detour signs until this consent have been received and all traffic signs have been properly installed. All work in connection with such detours shall be at no cost to the OWNER.
- B. The Contractor shall also notify the following agencies to advise them of the proposed detour and the time limits thereof: schools maintaining bus routes and schools with walking routes, if affected; fire department; post office; first aid, the Township and the County. In addition, any notification required by the local police department and the Engineer shall also be furnished by the Contractor.

### 3.03 STAGE CONSTRUCTION

- A. The Engineer shall be notified at least 10 days in advance of a tentative date for establishing new traffic patterns. Existing roadways that are proposed to be dead-ended or abandoned shall not be closed to traffic until adequate temporary or permanent provisions for traffic have been approved.

### 3.04 TRAFFIC CONTROL COORDINATOR

- A. Prior to the start of construction operations, the CONTRACTOR shall assign a supervisory-level employee to be the Traffic Control Coordinator responsible for all traffic control. The Engineer shall be notified as to the name of the Traffic Control Coordinator.
- B. The Traffic Control Coordinator shall perform daily inspections and take all corrective action to ensure compliance with the Traffic Control Plan and other approved standards. The Engineer shall be advised of the schedule of these inspections. In addition, the duties of the Traffic Control Coordinator shall include, but shall not be limited to, the responsibility for ensuring the following:
  1. Set-up and removal of all traffic control devices in accordance with the

Contract Documents.

2. Correction of deficiencies of traffic control devices within 2 hours of discovery or notification.
  3. Repositioning traffic control devices displaced by traffic or construction equipment.
  4. Covering or uncovering signs as appropriate.
  5. Repairing and/or replacing damaged traffic control devices.
  6. Replacing batteries, light bulbs, control panels and other electrical components.
  7. Keeping all traffic control devices clean.
  8. Adding fuel and oil to power units for traffic control devices.
  9. That all Contractor equipment and vehicles are properly stored and parked so as not to create a traffic hazard.
  10. Properly storing traffic control devices when not in use.
  11. That all excavations or drop-offs greater than 2 inches deep are eliminated, covered or otherwise protected during non-working periods.
- C. Separate payment will not be made for Traffic Control Coordinator but all costs thereof shall be included in the various Pay Items scheduled in the Proposal.

### 3.05 TRAFFIC CONTROL DEVICES

- A. Traffic control devices need not be new but must be in good condition as approved. Traffic control devices, other than those shown on the Plans, shall conform to the Manual on Uniform Traffic Control Devices.
- B. Prior to beginning construction, traffic control devices shall be placed where shown on the Plans or where required by the Contractor's operations. Traffic control devices shall be kept clean and maintained in good condition until no longer required for the Project at which time they shall be disposed of.
- C. The Contractor shall provide, erect, maintain and replace, if necessary, the signs hereinafter enumerated, for each direction of traffic on traveled lanes affected by the work of the project. The following signs, as a minimum shall be in place prior to construction:

1. Construction Sign W20-1, approximately 500 feet in advance of the project and in advance of each separate work area within the project, except where determined unnecessary with the written concurrence of the Engineer. Each W20-1 sign shall have placed thereon, two (2) high intensity flashing warning lights as specified hereinafter.
  2. Construction Sign, G20-2 not more than 200 feet beyond the limits of the project.
- D. All signs shall be erected and maintained in a substantial manner and shall be maintained to provide maximum visibility and legibility at all time that their use is required.
- E. Additional signs shall be provided where shown on the plans or where required by the Contractor's operations.
- F. Barricades, Type IIIA
1. Barricades, Type IIIA shall not be used in any area where contact with vehicular traffic is possible. Open excavation areas and other similar situations in areas far removed from traveled ways may require this type barricade.
  2. Materials and construction shall be as shown on the plans or as approved by the Engineer.
  3. Facings shall be reflective sheeting in orange and white stripes. Orange shall conform to standard shown on highway color tolerance chart, visually determined by comparison with the Highway color tolerance charts using the Munsell Notation according to ASTM D1535. Color tolerance charts are on file at the office of the Traffic Engineer of the New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, New Jersey. Lighting, if necessary, shall be placed.
- G. Drums - Drums shall be plastic and shall be faced with alternate orange and white stripes of reflective sheeting conforming to the requirements specified and as shown on the details. Each drum when used to delineate the edge of a traveled way on detour curves, lane changes, lane closures and other similar conditions shall be lighted with a steady burning light as hereinafter specified. All drums used at other locations shall be lighted with a low intensity flashing warning light.
- H. Traffic Cones - Traffic cones shall be of plastic or rubber of 28 inch minimum overall height, 1-3/4 inch minimum outside diameter at the top and 7-1/2 inch minimum diameter at the bottom tapering to 14 inch minimum square base. The minimum weight of the cones shall be 7 pounds exclusive of attachments. They

shall be kept clean and bright for maximum target value. Traffic cones shall be reflectorized or equipped with steady burning lights when used during the hours specified below for steady burning lights. Cones shall be of such construction that they have good stability and do not topple easily. Cones in poor condition may not be used. Rubber cones shall be painted safety orange or orange conforming to standard colors as specified for barricades. The cones shall be painted at the place of manufacturer. Reflective sheeting may be substituted for paint and shall conform to the requirements specified in Subsection 916.04 of the Standard Specifications. Plastic cones shall be polyvinyl chloride. The color shall be molded into the plastic. Cone bases may be of the breakaway ballasted type.

1. Barricade, Type I

- a. Barricades, Type I shall be used to delineate traffic hazards on the project site where shown on the plans or where required by the Contractor's operations. Barricade, Type I shall be in accordance with the plans and shall be lighted with a low intensity flashing warning light as hereinafter specified. The rails shall be faced with reflective sheeting as specified for the rails on Barricades, Type IIIA. Reflective sheeting shall conform to the required specified in Subsection 916.04 of the Standard Specifications.

- I. Delineator Guide Posts - Delineator Guide Posts shall be used to channelize traffic where shown on the plans or where required by the Contractor's operations. The guide posts shall be in accordance with the plans and shall be made of polyethylene or polyvinyl chloride, 36 inches in height. Posts shall be colored as specified for traffic cones. Posts shall have a separate base which shall be cemented to the roadway by use of approved epoxy cement. Posts shall be so constructed that they will bend away when struck by the average passenger vehicle and will spring back into position. When moving the posts to new locations as shown on the plans or as required, it may be necessary to destroy the base in order to remove it completely from the roadway. If such is the case, the Contractor shall furnish new bases as required.
- J. Vertical Panels - Vertical panels shall be used for warning and delineation at the edge of traveled ways, where delineation and warning devices are required in a specified location for a relatively long period of time and shall be placed where required. Materials for vertical panels shall be as shown on the details.
- K. Breakaway Barricades - Breakaway Barricades shall be used as a warning and delineation device at the edge of the traveled way and shall be constructed as shown on the plans. Materials for Breakaway Barricades shall be as shown on the plans. Breakaway Barricades shall be lighted with low intensity flashing warning lights, unless otherwise permitted by the Engineer.

- L. Steady Burning Lights - Steady Burning Lights shall have one or two lens directional faces and shall be installed on traffic control devices as required. They shall have a minimum beam candle power of 2 candelas and shall be kept lighted from dusk to dawn and when adverse atmospheric conditions cause the ambient light to be less than 20 footcandles.
- M. Low Intensity Flashing Warning Lights - Low Intensity Flashing Warning Lights shall have one or two lens directional faces. Low Intensity Flashing Warning Lights shall be installed on traffic control devices as required. They shall have a minimum intensity of 4 candelas. They shall flash at a rate of 55 to 75 flashes per minute and the flash duration shall be 10 percent of each flash cycle. Low Intensity Flashing Warning Lights shall be kept lighted from dusk to dawn and when adverse atmospheric conditions cause the ambient light to be less than 20 footcandles.
- N. High Intensity Flashing Warning Lights - High Intensity Flashing Warning Lights shall have a one lens directional face. They shall have a minimum effective intensity of 35 candelas. The lights shall flash at a rate of 55 to 75 flashes per minute and the flash duration shall be 8 percent of each flash cycle. High Intensity Flashing Warning Lights shall be kept lighted 24 hours a day.

### 3.06 TRAFFIC CONTROL PLAN

- A. The Traffic Control Plan, if included in the construction plans or specifications, provides for the treatment of conditions caused by or encountered during the work on the Project. The Work shall be performed in accordance with the Traffic Control Plan. The Traffic Control Plan is based on the minimum requirements provided in the current Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall work in accordance with the provisions of the Traffic Control Plan and shall only deviate from the traffic control plan after approval. If a traffic control plan is not included in the construction plans or specifications, then the requirements of the MUTCD shall apply.

### 3.07 TRAFFIC DIRECTORS

- A. Traffic Directors shall be provided where called for in the Plans and Supplementary Specifications or as required. Traffic Directors shall be used when the Contractor's operations require the closing of a lane or a portion of a lane on a multiple lane roadway or when the Contractor's equipment or vehicles are entering or leaving active construction other than street intersections, and whenever else the Contractor's operations may cause a non-safe condition to the public.
- B. 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 a safety vest

and a white or orange hard hat or other appropriate head gear.

- C. The Contractor may, at its option and expense or if required by the Township, secure the services of uniformed police officers.
- D. Police Traffic Directors shall be off-duty uniformed police officers from within the municipality where the work is being performed. Police Traffic Directors shall be located where shown on the plans or at specific locations as required during construction.

3.08 MINIMUM NUMBER OF DEVICES

- A. The following minimum number of devices will be provided for this project. The actual number of devices provided will be those made necessary by the Contractor's operations. The minimum number of devices does not represent an estimate of the actual number required and does not limit the Contractor's obligation to provide the actual devices required.

**Schedule of Minimum Number of Traffic Control Devices**

<b><u>Type of Devices</u></b>	<b><u>Minimum Number</u></b>
Drums	20
Traffic Cones	30
Breakaway Barricades	30
Traffic Directors (When traffic is restricted by operations)	2
Low Intensity Flashing Warning Lights	20

- B. During the work on this project, the Contractor shall provide the minimum number of traffic control devices in accordance with the above Schedule. The minimum numbers set forth in the Schedule shall be on hand on the project site prior to the commencement of any work (or phase of work) and shall be available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified shall be sufficient cause for the OWNER to order cessation of work. When lack of any required safety devices presents an immediate hazard, such devices be provided by the OWNER or by other contractors, deducting the cost thereof from any monies due or becoming due the Contractor in accordance with the provisions of the General Conditions.

END OF SECTION 02100

## SECTION 02110

### MOBILIZATION

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The work under this item shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, any work performed or costs incurred prior to the beginning of the project, and may include portions of the following items:
1. Setting up the Contractor's general offices, shops, storage areas, sanitary and other facilities as required by the specifications, by local or State law, or by regulation, providing access to the site.
  2. Obtaining all necessary permits and licenses and associated fees.
  3. Protection of existing utilities.
  4. Lighting work areas, providing working and shop drawings, sampling and testing of materials.
  5. Providing required insurance and bonds.
  6. Preparing the sites for work, including soil erosion and sediment control measures, site clearing and site security.

##### 1.02 RELATED WORK

- A. Section 02090 – Soil Erosion and Sediment Control
- B. Section 02390 – Restoration and Clean Up

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 02110

SECTION 02111  
SITE CLEARING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removing surface debris.
2. Removing designated paving, curbs, and fencing.
3. Removing designated trees, shrubs, and other plant life.
4. Excavating topsoil.

B. Related Sections:

1. Section 02210 - Rough Grading.

1.02 SUBMITTALS

- A. Section 01340 - Submittal Procedures: Requirements for submittals.

1.03 QUALITY ASSURANCE

- A. Conform to applicable codes for environmental requirements and disposal of debris.
- B. Perform Work in accordance with local and State standards.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify area for placing removed materials.

3.02 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than three working days before performing Work.

1. Request underground utilities to be located and marked within and surrounding construction areas.

### 3.03 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping in accordance with the local soil erosion district standards.
- C. Protect bench marks, survey control points and existing structures from damage or displacement.

### 3.04 CLEARING

- A. Clear areas required for access to site and execution of Work as required.

### 3.05 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Partially remove paving, curbs and fencing as indicated on Drawings. Neatly saw cut edges at right angle to surface.
- C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.

### 3.06 TOPSOIL EXCAVATION

- A. Excavate topsoil without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site and protect from erosion. Stockpile material on impervious material until disposal.
- D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION 02111

## SECTION 02150

### WASTE DISPOSAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 GENERAL INSTRUCTIONS

- A. It is anticipated all material excavated under this contract shall be considered an environmentally contaminated (regulated) waste material.
- B. The requirements of the Contract Documents, including General Requirements shall apply to the work in this section.
- C. Contractor shall be responsible for locating appropriate off-site disposal facilities for all wastes generated during the entire course of the Contract, obtaining all approvals and permits required for disposal of said wastes, as well as loading, transportation, and disposal of said wastes. Such wastes may include, but are not limited to, uncontaminated debris and site demolition materials, non-hazardous solid and/or liquid wastes, and hazardous solid and/or uncontaminated wastes and hazardous and non-hazardous contaminated wastes generated during the Contract. Contractor to provide written documentation that off-site disposal facilities are licensed to handle disposal of the wastes generated by this work.
- D. For the purpose of this specification, "contaminated materials" are materials including, but not limited to, historic fill, and soil, sediment, groundwater, and debris that contain chemical contaminants at concentrations exceeding the applicable New Jersey Department of Environmental Protection (NJDEP) Soil Remediation Standards, New Jersey Ground Water Quality Standards, and NJDEP Ecological Screening Criteria.

##### 1.02 WORK INCLUDED

- A. The work shall include the excavation, handling, stockpiling, sampling and analysis for disposal, disposal, and recycling or treatment of regulated waste material excavated at the site. The disposal of regulated waste shall comply with the plan, specification, Federal, State and local law, rules, and regulations, the waste management plan of the district or origin.
- B. Prior to any work the contractor shall familiarize itself with the site soil and groundwater conditions summarized in the Appendix C.
- C. Due to findings related to soil and groundwater contamination special work procedures, protective clothing, monitoring equipment, special tools and equipment, etc. may be required. It must be provided by the contractor to complete the work described in this contract at no additional cost to the owner.

### 1.03 SCOPE OF WORK

- A. The work shall include, but not be limited to, the following:
1. Provide all necessary labor, materials, equipment and services and perform all operations required to handle contaminated materials including, but not limited to, soil, sediment, groundwater and debris as subsequently specified herein.
  2. Containerization or stockpiling of all **excavated** materials and transport of such material to the designated on-site storage area as shown on the contract documents for off-site disposal.
  3. Locate suitable off-site disposal facilities which are legally authorized to accept the types of waste materials generated during the work.
  4. Obtain approvals from the off-site disposal facilities to accept the site wastes, including performing all required waste classification sampling and analysis, waste characterization, permitting, or other required activities.
  5. Provide suitable containers/drums for storage and transportation of waste materials to off-site disposal facilities.
  6. Provide all equipment, materials, and labor to load, transport and dispose of all waste materials at suitable off-site disposal facilities.
  7. Document all waste shipments from the site, including permitting, manifesting, bills of lading, or other approvals or documentation in accordance with Federal, State, and Local requirements and the requirements of each disposal facility.
  8. Decontamination of all equipment used for handling contaminated materials prior to removing the equipment from the site or moving the equipment to other areas of the site.

### 1.04 RELATED SECTIONS AND DOCUMENTS

- A. Section 02002 – Health and Safety
- B. Section 02003 – Handling of Contaminated Materials
- C. Section 02015 - Utility Test Pits
- D. Section 02110 - Mobilization
- E. Section 02200 – Earthwork

## 1.05 REFERENCE STANDARDS

- A. New Jersey Administrative Code
- B. Occupational Safety and Health Administration Standards.
- C. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- D. All work and materials under this section shall conform to the latest revision of the following standard specifications, where not otherwise required by the Contract Documents:
  - 1. N.J.A.C. 7:26E – Technical Requirements for Site Remediation
  - 2. NJDEP Field Sampling Procedures Manual, May 1992
  - 3. NJDEP Guidance Document for the Remediation of Contaminated Soils, January 1998
  - 4. USEPA, 40 CFR, Part 261, Identification and Listing of Hazardous Waste, latest edition
  - 5. N.J.A.C. 7:26 Solid Waste Regulations and N.J.A.C. 7:26G Hazardous Waste Regulations, latest edition

## 1.06 QUALITY ASSURANCE

- A. Code and Standards
  - 1. Perform work specified herein as shown on the Contract Drawings in compliance with applicable requirements of the standards listed in this section, as well as requirements of all Federal, State and Local authorities having jurisdiction.
- B. Engineering Inspections
  - 1. Contractor shall cooperate with the Engineer to facilitate the progress of the work.

## 1.07 SUBMITTALS

- A. Unless otherwise noted, all submittals shall be provided not less than three weeks prior to mobilization for review by the Engineer. Order of materials, fabrication, and/or mobilization prior to review shall be at Contractor's own risk.
- B. Contractor shall provide the Owner and the Engineer with the names and

locations of all proposed disposal facilities prior to transportation of any waste materials from the site. All proposed disposal facilities must be approved by the Owner and the Engineer.

- C. Contractor shall provide copies of required waste classification test requirements, test results, disposal facility approval/acceptance letters, and associated documentation prior to off-site transportation of any waste materials.
- D. Contractor shall submit satisfactory proof of its qualifications for performing the work specified herein. Contractor performing the work of this section shall demonstrate that the firm and the personnel it intends to use have at least 10 years experience successfully completing contracts involving handling, transportation, and disposal of contaminated materials on a scale as that specified for this project or criteria.
- E. Professional Personnel
  - 1. Submit names of the personnel that will be assigned to this project, as well as copies of any certifications required to perform the work (e.g., HAZWOPER 40-hour Health and Safety Training Certificate, etc.)
- F. Health and Safety Measures
  - 1. A Health and Safety Plan (HASP) and field monitoring program shall be submitted to the Engineer as per section 02002 Health and Safety.
- G. Contractor shall include copies of the disposal facility approvals, permits, and licenses with his bid and as part of the "Close-Out" documentation.

1.08 N/A

#### 1.09 PROTECTION OF ADJACENT STRUCTURES AND PROPERTY

- A. It is the Contractor's responsibility to ensure that contaminated materials will not be spilled, placed, or otherwise discharged into areas other than those specified in the Contractor Documents. Any unauthorized placement, spill, or discharge of contaminated materials by Contractor shall be completely removed and the area shall be completely cleaned up by Contractor at its own expense.
- B. Any unauthorized placement, spill, or discharge of contaminated material by Contractor shall be reported immediately to the Engineer.
- C. All costs associated with repairing any damage shall be Contractor's sole responsibility, and such repairs shall be made to the satisfaction of respective Owners.

## 1.10 HEALTH AND SAFETY MEASURES AND FIELD MONITORING

- A. Contractor shall be solely responsible for the health and safety of its own personnel and performing work in accordance with all Federal, State, and Local regulations and the requirements of Section 02002 – Health and Safety of these specifications.

## 1.11 COORDINATION

- A. See Section 02200 Excavation subsection 1.06.

## PART 2 – PRODUCTS

### 2.01 CONSTRUCTION REQUIREMENTS

- A. The Contractor shall provide all personnel, materials and equipment needed to undertake excavation as required completing the work in a safe manner that is protective of human health and the environment. Excavation of regulated waste shall be performed with equipment of suitable size and compatible with site conditions. All equipment shall comply with and shall be operated in accordance with all applicable regulations. Excavation of Regulated Waste shall be to the limits shown on the plans or indicated by the Engineer and no further, unless directed by the Engineer.
- B. The Contractor shall handle all excavated material in a manner that protects site personnel, the public, and the environment in accordance with all applicable federal, state, and local laws and regulations.
- C. If in the event a landfill cap (i.e. synthetic liner or other environmentally related surface cap) is encountered during excavation, work shall stop and the Engineer shall be notified.

### 2.02 ENVIRONMENTAL SAMPLING AND TESTING

- A. The Contractor shall collect soil samples from the area as required. The Contractor shall collect the samples to the depth of proposed excavation. Prior to the initiation of sampling, the contractor shall arrange for the delineation of utilities within the construction area.
- B. The Contractor shall provide all personnel, materials and equipment needed to properly characterize excavated Regulated Waste material as required for disposal/recycling facility approval. The Contractor shall submit as part of the Material Handling Plan described herein, a sampling analysis section for characterizing the Regulated Waste for off-site disposal in accordance with applicable Federal, State and Local laws, rules and regulations: or according to the disposal facility accepting the waste.

- C. The Contractor shall submit as part of the sampling and analysis section, the name, address and telephone number of the contact for the Contractor's proposed licensed environmental laboratory and the name and experience of the proposed licensed environmental sampling technician. The use of a proposed environmental laboratory and proposed environmental sampling technician are subject to review and acceptance by the Engineer.
- D. The Contractor shall provide all personnel, equipment and ancillary services required to collect, transport and analyze environmental samples required for proper characterization of the material. All sampling, testing and inspections conducted in areas containing potential regulated waste shall be performed in accordance with the site-specific HASP.
- E. All sampling, testing and data management procedures shall comply with current versions of the NJDEP Field Sampling Procedure Manual, NJDEP Technical Requirements for Site Remediation, NJDEP Management of Excavated Soils Guideline, and NJDEP Waste Classification procedures.
- F. The Contractor shall collect and analyze samples for any additional parameters necessary for off-site disposal as required by the Contractor's disposal facility.
- G. Samples shall be classified as stated in Section 02003.

#### 2.03 MANAGEMENT OF EXCAVATED REGULATED WASTE MATERIAL

- A. The Contractor shall provide all personnel, materials and equipment needed to properly store (and dewater, if necessary) Regulated Waste in temporary stockpiles. If needed, any temporary stockpile(s) shall be located at area(s) within the project limits selected by the contractor and approved by the Engineer.
- B. Regulated Waste material shall not be stockpiled for more than 45 days. Regulated Waste subsequently classified as hazardous shall be properly staged and removed within 45 days of excavation.
- C. Stockpiles shall only be placed on dry areas on a layer of a minimum 10 mils thick PVC sheeting or similar, as approved by the Engineer and contained with hay bales or silt fence placed continuously at the perimeter of the stockpile(s). All joints in the underlying PVC sheeting shall overlap with a minimum of 1 foot at the ends.
- D. Stockpile(s) shall be constructed so that heights shall not exceed 15 feet, nor with side slopes steeper than one vertical and two horizontal. The stockpiles shall be sited so as to not damage any existing improvements or cause ground settlement that may damage existing improvements including but not limited to buildings, pavements, sidewalks and utilities.

- E. The Contractor shall provide protection for the Regulated Waste stockpile(s) to prevent the run-on [or run off] of storm water, migration of contaminants, dusting, erosion and unauthorized contact. Stockpiles shall be covered with PVC sheeting of the same thickness. The sheeting shall be secured in place with tie downs and/or heavy objects such as concrete blocks at the end of each workday and during adverse weather conditions. All joints in the cover shall have a minimum 1 foot overlap and securing materials shall be placed along the joints such that the cover will not be opened by wind action.
- F. The Contractor shall be responsible for the proper protection and maintenance for the regulated waste stockpile and embankment until completion of the work and acceptance by the Engineer. The Contractor shall maintain the sheeting as needed to repair damage and replace displaced cover sheeting. At the direction of the Engineer, the Contractor shall remedy any observed deficiencies in the cover and sediment barrier surrounding the temporary stockpile or embankment as soon as practicable, including but not limited to the removal and disposal of accumulated sediments behind the sediment barrier, to maintain satisfactory protection, and as otherwise needed to prevent contamination migration or exposure.
- G. Drainage shall be controlled with hay bales placed continuously at the perimeter of the stockpile(s) and polyethylene cover and silt fence so that run-on and run-off from the regulated waste stockpile(s) are minimized.

#### 2.04 SOIL/SEDIMENT USAGE TRACKING LOG

- A. The Contractor shall monitor and record on Daily Soil/Sediment Tracking Logs the source location, type, quantity, and characteristics of Regulated Waste excavated and stockpiled. The Contractor shall submit a Daily Soil/Sediment Tracking Log to the Engineer for each workday involving excavation, stockpiling, transport and disposal of regulated waste. The Daily Soil Tracking Log shall contain, at a minimum, the following information:
  - a. Date,
  - b. Location(s) of excavation and placement of material,
  - c. Volume of regulated waste removed, and
  - d. Name(s) and signature(s) of the Contractor representative(s) responsible for preparing and executing the Usage Tracking Log.
- B. Copies of Daily Soil/Sediment Tracking Logs shall be submitted to the Engineer on a weekly basis. The Engineer will not approve any progress payment invoice if the required Daily/Soil Sediment Tracking logs have not been submitted.

## 2.05 MATERIALS/EQUIPMENT

- A. Contractor shall use watertight containers, dump trucks and/or tank trucks conforming to applicable New Jersey Department of Transportation (NJDOT) Regulations.
- B. Contractor shall be responsible for labeling hazardous and non-hazardous materials containers with labels conforming to Federal, State and Local regulations.

## PART 3 - EXECUTION

### 3.01 GENERAL REQUIREMENTS

- A. Contractor, including Contractor's Health and Safety Officer shall attend a pre-construction meeting with Owner and the Engineer to understand procedures and requirements for handling contaminated materials which may be encountered at the site. At the meeting, Contractor's proposed methods and scheduling shall be discussed. Requirements discussed at this meeting shall be incorporated into the specification for this work. This meeting shall occur at least three weeks before Contractor mobilizes to the site.
- B. Contractor shall be responsible for locating appropriate disposal facilities for all wastes generated during the entire course of the Contract.
- C. Contractor shall be responsible for coordinating the safe legal transportation and off-site disposal of all waste material generated during the entire course of the Contract. Transportation and disposal of waste materials shall be in accordance with all applicable Federal, State and Local codes and regulations.
- D. Contractor shall ensure that off-site tracking of mud and soil is minimized. If, in the opinion of Owner or the Engineer, the paved surfaces of the site and/or adjacent streets are affected by the transportation of materials from the loading area, Contractor shall supply mechanized road cleaning equipment to clean the paved surfaces at no additional cost. The wash water and accumulated waste materials will be disposed of in accordance with these specifications.

### 3.02 HEALTH AND SAFETY PLAN

- A. The Contractor shall prepare, submit and implement a site-specific Health and Safety Plan (HASP) in accordance with section 02002 Health and Safety.

### 3.03 PREPARATION

- A. Contractor shall obtain all necessary Federal, State and Local permits and approvals required to perform the work, and implement all necessary health and safety requirements identified in these specifications.

- B. Contractor shall coordinate all necessary sampling and analyses of soil, sediment, water, debris, and other waste materials in order to properly characterize them as either non-hazardous or hazardous, thereby ensuring the application of appropriate handling, transportation and disposal methods. The sampling and sample analyses shall be in accordance with all applicable Federal, State, and Local requirements and the requirements of the selected disposal facility.

### 3.04 HEALTH AND SAFETY CONSTRUCTION REQUIREMENTS

- A. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP), or other trained professional approved by Engineer shall oversee implementation of the Contractor's Health and Safety Plan (HASP). See section 02002 Health and Safety for HASP requirements.
- B. The CIH/CSP shall review the site specific data and address the proposed activities to the level of detail as needed to ensure that site specific data, appropriate regulations, and a description of the site conditions are in accordance with the HASP.
- C. The Contractor shall comply with all the requirements of the accepted HASP during the excavation, handling, stockpiling, disposal, or recycling of Regulated Wastes.
- D. A health and safety designate shall monitor the working conditions during all excavation procedures and during the handling of regulated wastes to ensure conformance with the accepted HASP.
- E. The CIH/CSP shall evaluate the need for air monitoring during excavation and loading operations of Regulated Waste Material. The air monitoring program shall, if deemed necessary by the CIH/CSP, be implemented by the CIH/CSP or an assigned designate suitably trained and approved by the CIH/CSP for the work required.
- F. The Contractor shall provide initial and annual medical monitoring for all contractor employees scheduled to work in/with contaminated soil/water per OSHA 29 CFR 1910.
- G. The Contractor shall deliver four listings of the health and safety personnel to the Engineer for review and acceptance.
- H. No work in the area of contamination shall be permitted until the HASP has been submitted, reviewed and accepted by the Engineer. The Contractor shall be responsible for implementing the HASP submitted to and accepted by the Engineer.

- I. The Contractor shall deliver original logs and reports related to the HASP to the Engineer on a weekly basis.

### 3.05 MATERIAL HANDLING PLAN (MHP)

- A. This work shall consist of the Contractor developing and implementing a Materials Handling Plan (MHP) for Contaminated (Regulated) Waste Material encountered, moved, and disposed and/or recycled during construction.
- B. The MHP shall explain the Contractor's planned techniques to be used in managing Regulated Waste so as to protect workers, the Engineer and his representatives, visitors, the public and adjoining property owners against uncontrolled exposure to Contaminated (Regulated) Waste material, plus to prevent uncontrolled release of Contaminated (Regulated) Waste Material to the environment.
- C. The Contractor shall prepare and submit for Engineer's approval a MHP two weeks prior to construction. The MHP shall detail standard operating procedures for excavation, stockpiling, transporting, sampling and analysis, measurement, transportation, and disposal of Hazardous and Contaminated (Regulated) Waste. The Contractor shall make all necessary modifications to the MHP that result from comments given by the Engineer.
- D. The Contractor shall perform planning, administrative and control functions required in implementing the MHP. The MHP shall be in full compliance with the Specification. The Contractors shall implement the MHP in accordance with the contract documents.
- E. The Contractor's MHP shall include at a minimum details of current certification, permits, insurance types and levels of coverage; qualifications of the transportation and receiving facilities; the types of equipment to be used in transporting regulated waste; proposed route(s) to disposal facilities and weighing facilities; waste characterization forms, sampling logs and analysis reports; transport manifests; and waste disposal documentation forms from the receiving facility.

### 3.06 EXCAVATION AND DISPOSAL OF EXCAVATED MATERIALS

- A. All material shall be excavated as shown on contract drawings and as described in Section 02200.
- B. All excavated material shall be handled in accordance with Section 02002, 02003, and 02150.

### 3.07 DISPOSAL OF NON-HAZARDOUS WASTE (ID-13)

- A. All debris, rubbish and other materials resulting from demolition and/or construction

operations shall be safely and legally removed from the site and disposed of in accordance with applicable Federal, State, and Local codes and regulations. Burning of any demolition debris or rubbish on-site shall not be permitted.

- B. Contractor shall provide daily disposal receipts showing the location and amount disposed, name and signature of truck driver and authorized recipient at disposal site.

### 3.08 DISPOSAL OF CONTAMINATED WASTES

- A. Contractor shall be responsible for the proper handling and transportation of all non-hazardous and hazardous contaminated wastes. Transport of contaminated solid and/or liquid wastes shall be in accordance with all applicable Federal, State (including NJDEP and NJDOT) and Local codes and regulations.
  - 1. Contractor shall prepare all necessary manifests for transportation and disposal of the waste materials.
  - 2. All vehicles and containers used to transport contaminated waste materials must be appropriately labeled.
- B. All trucks used to transport contaminated waste materials must be of watertight body construction and be lined with plastic. The trucks must be securely covered with plastic and tarps prior to exiting the site.
- C. All trucks must have their contents weighed prior to exiting the County of Origin. Contractor shall make arrangements with a Local truck scale to weigh all trucks after loading. Contractor shall also present a list of truck tare weights to Owner and Engineer. Contractor shall notify Owner and Engineer in advance of operations of which truck scale is being used.
- D. In the event of an accident or spill during transportation, Contractor shall immediately notify Owner and Engineer. All spilled material shall be removed by Contractor and property damage restored at Contractor's own expense.
- E. Bills of Lading and Waste Manifests.
  - 1. Upon the removal of non-hazardous and hazardous wastes from the work site, Contractor shall submit bills of lading to the Engineer on a daily basis (within 48 hours of removal), a copy of which is to be included as part of the "Close Out" documentation. Such bills of lading shall contain:
    - i. Contractor's Name
    - ii. Contractor's Address

- iii. Permit Number
  - iv. Quantity of Waste Removed
  - v. Location, Name, and EPA ID Number of Waste Generator Facility
  - vi. Name of Disposal Facility and its EPA ID Number
  - vii. Disposal Facility Address
  - viii. Date Removed from Work Site
  - ix. Signature of Driver
  - x. Signature Receipt of Disposal Facility
2. Contractor shall be responsible for the completion of all required hazardous waste manifest forms for hazardous materials regardless of material classification. Once completed and verified, the forms will be signed by the Owner. A copy of the forms shall be submitted to the Owner and the Engineer after they are signed by the disposal site. All truck weights must be indicated on the forms. Upon disposal at the approved facility, a certificate of disposal shall be issued to the Owner. The certificate of disposal shall include: A reference to the manifest number for each shipment; the name address and EPA ID Number of each facility at which the hazardous wastes were ultimately treated or destroyed; and the address and EPA ID Number of the generator facility.
  3. The Hudson County District Solid Waste Management Plan requires all non-hazardous Type 27 waste to be delivered to the NJ Meadowlands Commission for disposal. The NJMC can accept contaminated soils for disposal, but not if it is determined to constitute hazardous waste.

END OF SECTION 02150

## SECTION 02200

### EARTHWORK

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. As stated in SP-17 in the Special Provisions section of this Specification, it is anticipated any/all material excavated under this contract shall be considered an environmentally contaminated (regulated) waste material and shall not be reused for any type of construction within the scope of this project. Contractor to ensure all onsite workers are OSHA trained for this type of environment.
- B. Prior to any work the contractor shall familiarize itself with Sections 02002, 02003 and 02150.
- C. Due to possible soil contamination, special work procedures, protective clothing, monitoring equipment, special tools and equipment, etc. are expected to be required. It must be provided by the contractor to complete the work described in this contract at no additional cost to the owner.
- D. This section includes all labor, materials, and equipment necessary to complete all site excavation and backfill work shown on the Contract Drawings or as described herein.
- E. Excavation work includes the obtaining of all permits, dewatering of all excavations; hauling and disposal of all unsuitable materials of excavation; the protection of pipelines and structures above or below grade, existing, or under construction; and general maintenance of the Project Site.

##### 1.02 RELATED WORK

- A. Section 02002 – Health and Safety
- B. Section 02003 – Handling of Contaminated Materials
- C. Section 02015 - Utility Test Pits
- D. Section 02110 - Mobilization.

##### 1.03 QUALITY ASSURANCE

- A. Tests and analysis of aggregate material will be performed in accordance with standard ASTM and AASHTO procedures listed herein.

#### 1.04 REFERENCES

- A. New Jersey Administrative Code
- B. American Society for Testing and Materials (ASTM) latest edition
- C. American Association of State Highway and Transportation Officials Standards (AASHTO) latest edition
- D. Occupational Safety and Health Administration Standards
- E. Construction Drawings.
- F. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- G. All work and materials under this section shall conform to the latest revision of the following standard specifications, where not otherwise required by the Contract Documents:
  - 1. N.J.A.C. 7:26E – Technical Requirements for Site Remediation
  - 2. NJDEP Field Sampling Procedures Manual, May 1992
  - 3. NJDEP Guidance Document for the Remediation of Contaminated Soils, January 1998
  - 4. USEPA, 40 CFR, Part 261, Identification and Listing of Hazardous Waste, latest edition
  - 5. N.J.A.C. 7:26 Solid Waste Regulations, and 7:26G - Hazardous Waste Regulations, latest edition.
  - 6. Jersey City Municipal Utilities Authority (JCMUA) Requirements.
- H. New Jersey Turnpike Authority Standard Specifications, latest edition.

#### 1.05 SUBMITTALS

- A. Site specific Health and Safety Plan (HASP)-see section 02002 Health and Safety.
- B. Material Handling Plan (MHP) as per section 02150 Waste Disposal Requirements.
- C. Provide data regarding the designated off-site licensed disposal facility.
- D. Numbers, types, and specifications for compacting equipment to be used.

- E. Samples and analyses of all proposed materials.
- F. Sheeting Plan.
- G. Where applicable, structural calculations confirming integrity of trench support system, performed, signed and sealed by a New Jersey registered professional engineer.
- H. Location of source(s) for all types of fill materials.
- I. Traffic protection plan.

#### 1.06 COORDINATION

- A. The Contractor shall carefully coordinate its activities, stockpiling and other operations so that no interference with traffic and access for homes, businesses, or other public facilities are created or maintained.
- B. At no time shall the Contractor be permitted to extend its operations to areas outside the Limits of Disturbance as indicated on the Contract Drawings, except by written permission of the Engineer.
- C. The Contractor shall barricade all open excavations required as part of the work under the Contract and shall post same with warning lights. It shall operate all such warning lights as recommended by the authorities having jurisdiction.
- D. Ample precautions shall be taken by the Contractor to protect existing structures, utilities, pavements, and other facilities from damage caused by dewatering, settlement, lateral movement, undermining, washout and other hazards created by earthwork operations. Damage that occurs as a result of the above shall be repaired by the Contractor at its own expense.

### PART 2 – PRODUCTS

#### 2.01. EXCAVATION

- A. Trenches shall be excavated to the satisfaction of the Engineer in accordance all local, state and federal regulations and in accordance with contract documents.
- B. The Contractor is required to prepare and follow a Health and Safety Plan (HASP) as per section 02002 Health and Safety.
- C. The trench shall be excavated by a Contractor experienced and certified to perform this kind of work.

2.02 ON-SITE FILL MATERIALS

- A. On site excavated materials shall not be acceptable for reuse as fill, bedding or backfill materials. All excavated materials shall be considered regulated waste materials for bidding purposes and must be removed and disposed off site.
- B. All fill, backfill and bedding materials shall be imported off site material meeting the technical specifications below.

2.03 IMPORTED FILL MATERIAL SPECIFICATIONS

A. General requirements

- 1. The Contractor shall furnish the Engineer with two (2) 50 pound bagged samples and sieve analyses of each type of fill material which it intends to use ten (10) working days prior to commencing fill operations. This material shall not be used as fill until approved by the Engineer. By submitting samples of this material, the Contractor agrees and guarantees that the fill material used for construction will conform to the sample(s) supplied. Final acceptance of fill material rests with the Engineer, whose decision shall be final and binding upon the Contractor. However, the acceptance of any material by the Engineer shall not relieve the Contractor of its responsibility to have the fill material conform to the samples approved by the Engineer, and to use the fill in accordance with this specification.

B. Borrow Material

- 1. Shall be a structural type dense graded aggregate as per NJDOT specification section 901.10 (formerly QP -“quarry process” stone). General type fill material shall not be accepted. Excavated materials shall not be reused as trench backfill.
- 2. Crushed concrete or recycled materials are acceptable for use if they conform to NJDOT gradation requirements and NJDEP characterization testing.
- 3. Fill material shall be imported from off the site and shall meet the following gradation requirements:

<u>U.S. Sieve Size</u>	<u>Percent Passing</u>
1-1/2-Inch	100
3/4-Inch	55-90
No. 4	25-50
No. 50	5-20
No. 200	3-10

C. Bedding

1. Coarse Aggregate Layer shall be a clean, hard, durable, strong, washed gravel or broken stone conforming to the requirements of ASTM C33 for Coarse Aggregate, Size No. 57. Coarse Aggregate Layer shall be used as pipe bedding under all foundations and under all concrete work inside the building, and shall meet the following gradation requirements:

<u>U.S. Sieve Size</u>	<u>Percent Passing</u>
1-1/2-Inch	100
1-Inch	95-100
1/2-Inch	25-60
No. 4	0-10
No. 8	0- 5

PART 3 - EXECUTION

3.01 REMOVAL OF WATER, PROTECTION FROM FLOODING AND DEWATERING

- A. The Contractor shall convey all water removed from excavations and rain water to the adjacent sanitary sewer system for the ultimate disposal at Passaic Valley Sewage Commissioners (PVSC) treatment plant. The contractor is required to obtain all required PVSC permit and pay all required PVSC fees for such disposal. All procedures, equipment and other special PVSC discharge permit requirements included but not limited to the discharge flow metering must be implemented by the contractor.
- B. Please see section 02002 Health and Safety subsection 1.06 Existing Conditions for additional information. The proposed dewatering/conveyance system shall be submitted by the Contractor for the Engineer's review and approval prior to construction. Groundwater disposal into existing storm inlets or overland shall not be allowed.
- C. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes. Any pipeline or structure not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.
- D. The Contractor's pumping and dewatering operations shall be carried out in such a manner as to prevent damage to existing structures and utilities and the contract work, and so that no loss or subsidence of ground will result from these operations. Pumping shall be continuous where directed by the Engineer to protect the work and/or to maintain a satisfactory progress.

## E. DEWATERING

1. The Contractor shall meter all dewatering effluent if required by NHSA or PVSC or if a groundwater diversion permit is required by NJDEP. The Contractor shall comply with all NJDEP regulations regarding groundwater diversion.
2. Dewatering and trench support systems shall be designed and installed to allow for installation of underground facilities as shown on the plans. These systems shall be constructed as necessary for the protection of the work, safety of personnel, and protection of adjacent structures and utilities. The dewatering system shall be designed to maintain the excavation in a dry condition and depress the groundwater level at least two feet below the excavation at all times. Systems shall be designed so that the work can be completed in an expeditious manner. If dewatering operations will not exceed 30 days and remain below NJDEP threshold requirements for a groundwater diversion permit, the permit will not be required.
3. If the Contractor chooses to use construction methods that will require dewatering operations to exceed NJDEP threshold requirements for more than 31 days per year, a temporary dewatering permit is required from the NJDEP. The Contractor shall prepare and complete all permit application forms, along with all required backup material, and submit to the Owner for signature and transmittal to the NJDEP, Bureau of Water Allocation. It is intended that all work necessary for obtaining temporary dewatering permit be performed by the Contractor at no cost to the Owner. The Contractor shall also pay the permit application fee in accordance with NJAC 7:19 et seq. If this permit is not obtained within sixty (60) calendar days of the filing date of a complete application, the Contractor will be granted an appropriate extension of time to the Contract. The Contractor shall make no claim for additional compensation on account of any delay in obtaining this permit.
4. If the Contractor's water diversion exceeds NJDEP threshold requirements for a period less than 31 days annually, the Contractor shall contact NJDEP 15 days prior to initiation of the short-term water use and report on forms provided by the NJDEP. Where necessary or appropriate, the Owner shall assist the Contractor in filing of this report.
5. All conditions made a part of the dewatering permit shall be imposed on the Contractor as if they were described in the Contract documents.
6. If the dewatering operation includes wells exceeding 25 ft. in depth, the Contractor shall install all test wells and conduct all pumpage tests required at no cost to the Owner. Test procedures shall be in accordance

with the NJDEP Bureau of Water Allocation guidelines.

F. SEDIMENT CONTROL

1. Sediment shall be settled or filtered out of all surface or subsurface water encountered during construction before such water enters the sanitary sewer system. Sediment control shall be in strict accordance with "Soil Erosion and Sediment Control" of these specifications and plans.
2. The Contractor shall provide all necessary measures such as construction of sediment control fence, water diversion structures, ditches, sediment basins, etc., to prevent silt laden water from dewatering activities from directly entering watercourses, ditches and wetlands, or the existing storm water system.

G. The Contractor shall keep the construction site drained at all times. No fill shall be placed in wet areas. The Contractor shall provide sufficient ditches, sumps, drains, well points or deep wells as required to depress the groundwater level in advance of excavations and to maintain the site in a dry condition. Excavation dewatering shall be installed to depress and maintain the groundwater level at least two (2') feet below the bottom of the excavation at all times. Excessive dewatering shall be avoided, and care must be maintained so that the dewatering does not result in added stress on the subsoils that could cause settlement or damage to nearby structures, utilities or other improvements.

H. The Contractor shall provide adequate noise inhibitors on all dewatering equipment, as approved by the Engineer. This shall include mufflers, enclosures, or other items needed to keep the noise within levels required by OSHA and local ordinances. If, in the opinion of the Engineer, the appropriate noise level has been exceeded, the Contractor shall be required to use electrically powered dewatering equipment at no additional cost to the Owner.

I. Any damage resulting from the failure of the dewatering operations and any damage resulting from the failure of maintaining the areas in a suitable dry condition shall be repaired by the Contractor as directed by the Engineer at no additional cost to the Owner.

J. Pipe shall be laid on a solid, dry foundation. Undercutting and installation of stone bedding shall be performed to provide a suitable subgrade support system. Any structural pipe laid in water or wet trenches will be removed and reinstalled at the Contractor's expense.

3.02 EXCAVATION

A. All excavation shall be unclassified and shall include the removal of subgrade materials of every type and nature, including all boulders, rock, small underground

structures and other such materials requiring drilling and blasting, wedging, sledging or jackhammering for their removal. Approval of the Owner shall be obtained before any blasting is undertaken. No additional payments shall be made to the Contractor for the excavation of any particular material.

- B. The Contractor shall excavate at the Project site all existing materials to the lines, grades and slopes shown on the Contract Drawings. Excavation to firm material beyond lines and grades shown on plans may be required. Only imported off-site material shall be used as fill. All excavated materials shall be removed and disposed of off-site at approved disposal sites as indicated in other sections of technical specifications.
- C. Excavation within a bracing system, if required, shall be performed in stages and the Contractor shall not excavate below any prescribed slope or elevation until the proper braces have been installed and wedged. If, during progress of excavation, ground movement or movement of adjacent structure is discovered, excavation shall immediately stop and measures, approved by the Engineer, taken to prevent further movement.
- D. If any over-excavation is caused by the Contractor's error, the Contractor shall, at its own expense, refill all such excavated space with such material and in such a manner as may be directed by the Engineer in order to insure the stability of the various structures.
- E. All excavations shall be protected from freezing weather. The Contractor shall assume full responsibility for protection of the work.
- F. Excavations shall be performed in the dry and slopes shall be cut back to the necessary stable slope configuration to comply with Federal, State and local requirements. Any excavations which cannot be cut back to a stable slope configuration shall be braced with proper sheet piling, uprights, and stringers in conformance with OSHA safety regulations.
- G. Contractor shall protect all existing improvements in the vicinity of his work, and shall be fully responsible for repair of any damage caused by his work. Contractor shall notify any potentially impacted utility or property owners, and coordinate his work so as not to interfere with their operations.

### 3.03 DISPOSAL OF EXCAVATED MATERIALS

- A. All excavated material shall be handled and disposed off site in accordance with Sections 02002, and 02003, and 02150 and all other applicable provisions of this contract.

### 3.04 FILLING AND BACKFILLING

- A. Filling and backfilling shall consist of depositing, spreading, and compacting to specified densities approved off site materials to required elevations as shown. No fill or backfill shall be initiated without Engineer's approval, including backfill against foundation or other walls. No filling or backfilling, or stockpiling of excavated materials or imported fill, shall be performed in such a manner as to create unexpected pressure or stress to structures or other improvements or their supporting soils which could damage completed work.
- B. No fill or backfill shall be placed or compacted in a frozen condition or on top of frozen material. Any fill or backfill containing unacceptable material, including organic matter, boggy or peat humus, peat, rubbish, refuse, stones more than 4" in the largest dimension, frozen earth, or any other undesirable substances shall be removed and replaced prior to compaction. No fill material shall be placed where free water is standing on the surface of the area and no compaction of fill will be permitted where free standing water exists on any point of the surface to be compacted.
- C. **PLACEMENT OF BACKFILL AND COMPACTION**
  - 1. **Compaction of Prepared Subgrade:** Excavated and backfilled areas shall be brought to the required subgrade. Except under structures or roadways the subgrade shall be compacted by approved equipment and methods to a minimum density equal to 90% AASHTO density in conformance with ASTM Standard D1557. In excavated areas, the 90% density shall be obtained to a depth of at least 12 inches below ground surface. In fill areas all material shall be placed in 12" lifts and compacted to 90% modified AASHTO density. Any soft or weak spots detected during the compaction operations or proof rolling of the subgrade shall be removed and replaced with controlled fill as directed by the Engineer. The compaction will be checked by the Engineer and fill shall not be placed until the compaction of the existing subgrade is approved by the Engineer unless otherwise directed by the Engineer. Under structures or roadways the subgrade in both excavated and fill areas shall be compacted to 95% AASHTO density.
  - 2. **Placement of Fill:** No backfill shall be placed until the excavation, subgrade, and backfill material to be used are approved by the Engineer. All backfill shall be placed in uniform horizontal layers not more than 12" in thickness, unless approved by Engineer.
  - 3. Backfill under structures or under roadways, or below other settlement sensitive improvements shall be compacted near optimum moisture content by means of vibratory compactors to not less than 95% of the maximum density determined by Proctor method in accordance with ASTM Standard D1557. Backfill used in all other areas shall be compacted to not less than

90% of the maximum density as determined by the above referenced Proctor method. The Engineer will check the obtained in-place density of the compacted fill using the latest Test for Density of Soil in Place by the Nuclear Methods, ASTM Designations D-2922 and D-3017 or the Sand/Cone Method, ASTM Designation D-1556. Should the obtained density of the compacted fill be less than specified, the Contractor shall re-compact the area until the specified density is reached.

4. Where compacted fill is placed adjacent to pipes, the difference in elevation of the top of the fill on either side of the pipe can be no more than one foot unless the pipe is adequately braced or designed.
5. A dynamic compactor shall be used over granular soils. The compactor shall be a vibratory roller capable of operating at the optimum frequency for the equipment provided. A sheepfoot roller shall be used over cohesive soils as determined by the Engineer. Coverage shall be deemed acceptable when the roller "walks out" of the ground to within a few inches of the level surface.
6. The subbase of the trench shall be compacted to 95% Modified Procter density or to a consistency acceptable to the Engineer. A minimum of one to two feet of coarse aggregate stone bedding (Size 57 NJDOT Specification) shall be placed on approved subgrade prior to placement of the pipe or any other improvement, as required by the plans. It must be noted that the minimum required bedding thickness varies along the pipeline and below other improvements.
7. It shall be the Contractor's responsibility to demonstrate the adequacy of the equipment used for compaction by actual field tests and to pay all costs for soil testing necessary to satisfy the Engineer of the adequacy of the compaction method proposed.
8. N/A
9. The only methods of compacting the backfill material permitted shall be mechanical compaction in lifts as specified herein. Consolidation, water-jetting or puddling will not be acceptable as a method of achieving the required soil densities.
10. The Contractor shall not dismantle or remove dewatering or other equipment involved in the compaction procedure until, in the opinion of the Engineer, density testing in the area has demonstrated compliance with the requirements of these specifications, and there is sufficient backfilling such that the buoyancy cannot impact the completed work. Compaction requirements will be strictly enforced.
11. Completion of the backfill and compaction effort described in these

specifications is an absolute requirement of this contract. In the event the Contractor fails to achieve the soil density requirements of the specifications, no payment will be made for pavement repairs constructed on uncompacted backfill. In the event the backfill fails to meet the compaction requirements, the Contractor will not be relieved of its responsibility to provide a temporary pavement surface within 24 hours of backfilling and until such time as the specified density is achieved. The Contractor shall bear all costs involved with the installation and removal of temporary surfaces when compaction requirements are not satisfied.

12. **Moisture Control:** The moisture-density curve for the fill used shall be used as a guide in controlling moisture to achieve the required degree of compaction. If, in the opinion of the Engineer, fill material becomes too wet for the required compaction, the fill shall be dried by a method approved by the Engineer prior to commencing or continuing compaction operations. Likewise, if, in the opinion of the Engineer, the fill material becomes too dry for the required compaction, the fill shall be moistened by a method approved by the Engineer prior to commencing or continuing compacting operations. The water content of the fill shall be controlled during placement within the range necessary to obtain the compaction specified. In general, the moisture content of fill soils shall be within 3% of the optimum moisture content for compaction. The Contractor shall perform all necessary work to adjust the water content to the fill material to within the range necessary to permit the compaction specified. This shall include but not be limited to spreading, scarifying and mixing to permit drying to reduce natural water contents to an acceptable range or removing the materials and replacing them with imported materials that are at an appropriate moisture content.
13. **Final Approval:** The Engineer shall inspect the prepared areas immediately before the Contractor places foundations or piping on compacted fills or virgin soil. The Contractor shall remove any soft fill and replace with properly compacted material as directed by the Engineer. The pouring of foundations shall commence within 24 hours of final approval. Rain, frost and other factors (which in the opinion of the Engineer are potentially damaging to the fill or virgin soil) occurring after the final approval, but before or during pouring, shall require re-inspection and approval by the Engineer. The Contractor shall correct any deficiencies found at this time, at its own expense.
14. The Contractor shall protect all newly graded areas from traffic and erosion. It shall keep all graded areas free of trash and debris. Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, the Contractor shall scarify all surfaces, re-shape, and compact to the required density prior to further construction. All vehicles passing over the fill area shall use diverse routes to insure uniform compaction of the fill. Before shutdown of the work for any cause, and at

the conclusion of daily work, fill shall be bladed to a grade to insure drainage away from the unfinished areas.

15. All soils excavated from trenches shall be handled and disposed in accordance with Section 02003 – Handling of Contaminated Materials and Section 02150 – Waste Disposal Requirements.

### 3.05 CUTTING AND REMOVING PAVEMENT

- A. The line between existing pavement to be removed and existing pavement to remain shall be saw cut so as to leave a smooth, straight, and vertical edge. Pneumatically operated spade or equal shall be used only if approved by Engineer. Contractor shall base construction bid on saw cutting all pavement. The existing pavement may be bituminous, brick, block, non-reinforced concrete, reinforced concrete, etc. The excavated pavement shall be broken up and removed to a licensed disposal site approved by the Engineer.
- B. Where excavations are to be made on concrete roads, the existing concrete shall first be saw cut, broken up with a hydro-hammer, or equal, and removed.

### 3.06 TRENCH SUPPORT

- A. The Contractor shall furnish, put in place, and maintain such trench support as necessary to support the sides of the excavation and to prevent any movement of earth other than that intended to be accomplished by the excavation which may otherwise injure or delay the work or endanger adjacent structures.
- B. Trench support shall be constructed as necessary for the protection of the work and existing improvements, and for the safety of personnel and the public. All excavation support shall comply with the safety precautions outlined in the Federal Register as required by the Federal Occupational and Safety Health Act of 1970 (OSHA). The Contractor shall be responsible for the adequacy of all trench support used on the work.
- C. The Contractor is to provide trench support for all excavations in excess of 5' in depth, or as required, all in accordance with OSHA requirements.
- D. Prior to any construction, the Contractor shall submit a complete design, including details and computations of sheeting to be used in trenches, signed and sealed by a N.J. licensed professional engineer. The sheeting design engineer shall provide a signed and sealed certification stating that the design of the sheeting and bracing conforms to all applicable requirements of the Occupational Safety and Health Act (OSHA). The Contractor shall strictly adhere to this plan. Any deviation from the original plan must be preceded by the submission of a revised plan signed and sealed by the same engineer who prepared the original submission. The sheeting plan shall in no way relieve the Contractor of its responsibility to provide safe and adequate

sheeting.

- E. Sheeting shall consist of timber, steel sheet pilings or other interlocking materials. Whether left in place or removed, all voids which may occur behind the sheeting must be carefully refilled with suitable materials which shall be thoroughly compacted in accordance with backfilling requirements specified herein. The Contractor will be held responsible for any damage due to the failure or insufficiency of the sheeting or bracing.
- F. All sheeting shall be pulled, except where plans indicate sheeting left in place, unless otherwise directed by the Engineer. Timber sheeting driven or placed below the spring line of the pipe CANNOT be removed once the pipe has been laid and alignment and grade have been established. No job conditions or circumstances will allow waiving of this requirement. The sheeting shall be cut off at the top of the pipe, unless otherwise ordered by the Engineer. All material cut off shall be removed and disposed of by the Contractor at a site approved by the Engineer.
- G. Whenever possible, sheeting shall be driven ahead of the excavation to avoid loss of material from behind the sheeting. If it is necessary to excavate below the sheeting, care shall be taken to avoid trimming behind the face along which the sheeting will be driven. Care shall be taken to prevent voids outside the sheeting, but if voids are formed, they shall be immediately filled with sand and compacted.
- H. Trench shields (boxes) may be used in lieu of trench sheeting. The use of trench shields shall conform to all applicable requirements of OSHA. If the Contractor cannot maintain a trench width, that will adequately protect utilities or any other existing improvement, or for any other reason the trench shield is judged inadequate, the Engineer shall have the right to order sheeting be used at no additional cost to the Owner.
- I. Trench shields may not be used in those areas specifically designated on the plans for sheeting to be used or for sheeting to be left in place.

### 3.07 NOT APPLICABLE

### 3.08 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall carefully protect work and property, including all existing structures, both above and underground, including poles, curbs, driveways, parking areas, pavement, signs, sumps, pits, catch basins, manholes, underground tanks, building foundations, and pipelines, including gas mains, water mains, hydrants, drain lines, storm sewers, sanitary sewers, plant process lines, service connections, conduits, and miscellaneous underground pipelines, and shall restore same to a condition equivalent to those conditions existing prior to its operation. Traffic control shall be in accordance with Section 02100.

- B. The Contractor is specifically directed to the requirements of protecting all trees along the route of the work in an approved manner.
- C. The work of protecting and restoring existing utilities and facilities, including trees where no definite physical interference exists, or where the interference is avoidable, shall be completed under this item without additional payment.
- D. Ample precautions shall be taken to prevent settlement of existing improvements. All existing poles, pipes, wires, fences, curbing, property line markers, and other structures which, in the opinion of the Engineer, must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from injury by the Contractor at its expense. Backfilling around existing structures shall be as specified in the section "Filling and Backfilling."

### 3.09 RELOCATION OF EXISTING STRUCTURES

- A. The Contractor shall, insofar as possible, determine in advance of excavating by trenching machines, the location of all utilities and other subsurface structures and facilities, and shall accurately mark same so that they may be avoided by the machine.
- B. Where existing utilities or other subsurface facilities adjacent to the trench or crossing through the trench require temporary support or protection, the work shall be completed under this item without additional payment.
- C. Where definite interference would be unavoidable in the final work and necessitates the removal, alteration, replacement, or extension of existing utilities, the Contractor shall make all excavations for such work under this item and shall cooperate with other forces engaged in the work.
- D. The labor, pipe, and other materials necessary for removing, altering, replacing, or extending such utilities, other than for excavation, will, unless otherwise ordered, be completed by the respective utility companies or other owners involved. In specific cases, the Contractor may be ordered to perform such work, in which event payment will be made under pertinent unit prices, or in accordance with the provisions of the Contract.
- D. When fences interfere with the Contractor's operations, it shall remove, and, unless otherwise specified, later restore them to at least as good a condition as that in which they were found immediately prior to the start of the work, all without additional compensation. Restoration of fences shall be completed as promptly as possible and shall not be left until the end of the construction period.

END OF SECTION 02200

SECTION 02210  
ROUGH GRADING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Excavating topsoil.
2. Excavating subsoil.
3. Cutting, grading, filling, rough contouring and compacting.

B. Related Sections:

1. Section 02111 - Site Clearing: Excavating topsoil.
2. Section 02382 - Landscape Grading: Finish grading with topsoil to contours.

1.02 REFERENCES

A. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

B. ASTM International:

1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>).
3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>).
5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.

7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

#### 1.03 SUBMITTALS

- A. Section 01340 - Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, 10 lb. sample of each type of fill to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

#### 1.04 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

#### 1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434.
- B. Perform Work in accordance with local and State standards.
- C. Maintain one copy of each document on site.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Topsoil: Topsoil shall conform to the applicable requirements of Section 917.01 of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition with all amendments thereto, with the exception that topsoil shall not contain objects larger than 1/2 inch in any dimension.
- B. Subsoil Fill: Soil aggregate consisting of clean, free draining sand, gravel or stone and conforming to NJDOT designation I-6 in accordance with Section 901.11 of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition with all amendments thereto.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify site conditions under provisions of Section.
- C. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.

### 3.02 PREPARATION

- A. Call Local Utility Line Information service not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and relocate utilities.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- F. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

### 3.03 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on 36 mil Hypalon material and cover over with same material.
- D. Remove excess topsoil not intended for reuse, from site.

### 3.04 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated, relandscaped, or regraded.

- B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
- C. When excavating through roots, perform Work by hand and cut roots with sharp axe.
- D. Remove excess subsoil not intended for reuse, from site.

### 3.05 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place fill material in continuous layers and compact in accordance with schedule at end of this section.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from building as depicted on the Drawings.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Repair or replace items indicated to remain damaged by excavation or filling.

### 3.06 TOLERANCES

- A. Section 01400 - Quality Requirements: Tolerances.
- B. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

### 3.07 FIELD QUALITY CONTROL

- A. Perform laboratory material tests in accordance with New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition
- B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- C. Frequency of Tests: In accordance with New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

### 3.08 SCHEDULES

- A. Topsoil Fill:
  - 1. In accordance with New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, Section

917.01: To elevation shown on Drawings, with the exception that topsoil shall not contain objects larger than 1/2 inch in any dimension.

END OF SECTION 02210

## SECTION 02300

### SOILS FOR EARTHWORK

#### PART 1 - GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. Topsoil materials.

###### B. Related Sections:

1. Section 02210 - Rough Grading.
2. Section 02382 - Landscape Grading.

##### 1.02 QUALITY ASSURANCE

###### A. Furnish each topsoil material from single source throughout the Work.

###### B. Perform Work in accordance with EPA Region 3 specification for Bioretention Soil. <http://www.lowimpactdevelopment.org/epa03/biospec.htm>

##### 1.03 SOURCE QUALITY CONTROL

###### A. Section 01400 - Quality Requirements: Testing and Inspection Services Testing and analysis of soil material.

###### B. When tests indicate materials do not meet specified requirements, change material and retest.

###### C. Furnish materials of each type from same source throughout the Work.

#### PART 2 - NOT APPLICABLE

#### PART 3 - NOT APPLICABLE

END OF SECTION 02300

SECTION 02382  
LANDSCAPE GRADING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Final grade topsoil for finish landscaping.
- B. Related Sections:
  - 1. Section 02200 – Earthwork.
  - 2. Section 02210 - Rough Grading: Site contouring.

1.02 SUBMITTALS

- A. Section 01340 - Submittal Procedures: Submittal procedures
- B. Materials Source: Submit name of imported materials source.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.03 SUSTAINABLE DESIGN SUBMITTALS (NOT APPLICABLE)

1.04 QUALITY ASSURANCE

- A. Furnish each topsoil material from single source throughout the Work.
- B. Perform Work in accordance with any applicable State or local requirements

PART 2 - PRODUCTS

2.01 SUSTAINABILITY CHARACTERISTICS (NOT APPLICABLE)

2.02 MATERIAL

- A. Topsoil: In accordance with subsection 917.01 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, with the exception that topsoil shall contain no materials larger than 1/2 inch in any dimension.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify building and trench backfilling have been inspected.
- C. Verify substrate base has been contoured and compacted.

### 3.02 PREPARATION

- A. Protect landscaping and other features remaining as final Work.
- B. Protect existing structures, fences, sidewalks, utilities, paving, and curbs.

### 3.03 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. All stones, one half (1/2) inch or larger in any dimension, and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps shall be removed and the surface scarified to provide an improved bond between the slope and topsoil.

### 3.04 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, and planting, is required to thickness as scheduled on the Design Plans. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to plant material, building, utilities, and storage tanks to prevent damage.
- E. Lightly compact placed topsoil.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

### 3.05 TOLERANCES

- A. Section 01400 - Quality Requirements: Tolerances.
- B. Top of Topsoil: Plus or minus 1/4 inch.

3.06 PROTECTION OF INSTALLED WORK

- A. Prohibit construction traffic over topsoil.

END OF SECTION 02382

## SECTION 02390

### RESTORATION AND CLEANUP

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. This item shall include restoration and/or cleaning of all buildings, structures, equipment, roadway, driveway, and sidewalk pavements, crosswalks, curbs, etc., along the line of the work, which are removed, destroyed, lost, or injured on account of any act or omission on the part of the Contractor, their agents, servants, or employees in the prosecution of the work, excluding such restoration required by specific items included herein. Restoration shall also include any work not actually listed in the schedule of items in the proposal, which is required for completion of work as described by the plans and contract documents.

##### 1.02 RELATED WORK (NOT APPLICABLE)

##### 1.03 SYSTEM DESCRIPTION (NOT APPLICABLE)

##### 1.04 REFERENCES (NOT APPLICABLE)

##### 1.05 SUBMITTALS (NOT APPLICABLE)

#### PART 2 - PRODUCTS (NOT APPLICABLE)

#### PART 3 - EXECUTION

- 3.01 At such times, as may be directed, all buildings, equipment, gutters, sidewalks, driveways, roads, and lawns, etc., affected by the work done under the contract shall be restored by the Contractor to the same condition in which they were at the time of the opening of bids for this contract. On paved surfaces, the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise damage such surfaces. Any necessary topsoiling and seeding shall be done according to the applicable specifications.
- 3.02 The Contractor shall not exceed the "limits of construction" or "limits of disturbance" if such limits are shown on plans. If the limits are exceeded and direct or indirect damage or injury to public or private property occurs by or on account of any act, omission, neglect, or misconduct on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor, at its expense, to a condition equal to that existing before such damage or injury was done, or it shall make good such damage or injury in such other manner as may be acceptable to the Owner or their representative.

- 3.03 Periodically, and upon completion of the work performed under this Contract, the Contractor shall remove from the job site material, equipment, debris, etc., placed thereon by them as a consequence of performing this work and which are not required by the Contract to be left as part of the finished work. The entire work and all affected portions of the site shall be left in satisfactory condition. All construction areas shall be swept clean of all material which may have accumulated thereon by reason of the work performed under this Contract, and, if required, they shall be sprinkled with water during the sweeping.
- 3.04 All existing building, structures, equipment, and appurtenances disturbed by construction shall be cleaned, repaired or replaced, and restored to their original condition.

END OF SECTION 02390

## SECTION 02511

### PERMANENT PAVEMENT REPAIR

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Permanent pavement repair shall consist of furnishing, placing and compacting, bituminous base, leveling, surface course, saw cutting, and all labor, materials, equipment else needed to repair existing pavements excavated for installation of proposed pipelines or otherwise disturbed by construction.
- B. Milling shall consist of removal without heat of the existing surface to minimum depth as shown on the pavement repair detail as necessary to produce the desired profile, cross- section, and grid surface or bonding surface. The texture produced for finished pavement shall be a grit surface with uniform discontinuous longitudinal striations having a maximum depth of 0.25 inches. The Contractor shall dispose of milled material and sweepings resulting from the milling operation.

##### 1.02 RELATED WORK

- A. Section 02090 - Soil Erosion and Sediment Control
- B. Section 02200 – Earthwork.
- C. Section 02731 - Site Piping and Fittings

##### 1.03 SYSTEM DESCRIPTION (NOT APPLICABLE)

##### 1.04 REFERENCES

- A. New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision.

##### 1.05 SUBMITTALS

- A. Proposed Pavement Mix Designs

#### PART 2 - PRODUCTS

- 2.01 All materials shall be in conformance with the Standard Specifications for Road and Bridge Construction of the N.J. Department of Transportation, latest edition. Job mix formulas which shall be used are as follows:

COURSE

MIX NUMBERS

Dense Graded Aggregate	See Specification Section 02200
Superpave, Base Course	HMA 19M64
Bituminous Concrete Surface Course	HMA 9.5 M64

- 2.02 Contractor shall notify the Engineer 48 hours prior to construction of permanent pavement repairs. Pavement repairs shall be made by excavating the trench area to the specified depth, neatly saw cutting the edges of existing pavements, consolidating or compacting the proposed sub-grade (top of backfill), and placing the pavement as described herein. Milling and placement of surface course shall not proceed until final acceptance of pipelines and the bituminous stabilized base course has been given by the Engineer. Unless determined otherwise by Engineer, bituminous stabilized base course shall be installed within 24 hours of completion of trench backfill and compaction and shall serve as the temporary surface until final top course paving is installed.
- 2.03 Milling and placement of surface course shall not be initiated until a minimum of 60-90 days after installation of base course, or as directed by the Engineer.
- 2.04 The Contractor shall continuously maintain pavement for entire construction period. Contractor shall inspect trenches for settlement at such intervals as may be necessary. In particular, it shall inspect trenches immediately following rainstorms, winter thaws, and similar occurrences which may cause settlement, erosion, or other problems. Contractor shall promptly make necessary repairs to maintain trenches in a satisfactory condition at no additional cost to the Owner regardless of the fact payment for backfilling and compaction and paving have previously been made. In the event the Contractor fails to make such repairs, the Engineer may make such repairs as are deemed necessary and the Contractor shall pay for the cost of this work.
- 2.05 All concrete pavement shall be saw cut with a power driven concrete saw as to permit complete breakage of concrete pavement without ragged edges.
- 2.06 All surfaces to be in contact with new hot mix asphalt shall receive a uniform coating of RC-70 Tack Coat or Asphalt Emulsion Tack Coat.

PART 3 - EXECUTION

3.01 SUBBASE

- A. Contractor shall furnish and install subbase as required in Specification Section 02200.

3.02 BASE COURSE

- A. The base course shall consist of hot mix asphalt constructed in two equal lifts to the thickness as shown on the detail in the plans. Construction methods for laying

conditions, placing and compacting the hot mix asphalt shall be the same as specified below for surface course. If the distance from the edge of the excavation work area to the existing curb is less than three feet, the Contractor shall excavate the existing pavement to the curb and evenly install bituminous stabilized base course in the entire area.

- B. After 90 days, or at the discretion of the Engineer, the top portion of the bituminous stabilized base shall be milled and surface course shall be installed as shown on the detail in the plans.
- C. Prior to opening any road to vehicular traffic, manholes and valve boxes shall be flush to grade, and/or feathered to grade with bituminous concrete patch or as required by the local, County, or State Road Department. This patch material shall slope from the top of the casting to the existing pavement and provide a smooth surface for safe vehicular traffic.
- D. In addition to valve box castings, all existing utility boxes, grates, manholes and appurtenances within the area proposed for pavement repair shall be raised or adjusted to final grade prior to placement of pavement.
- E. All compaction shall be performed with a minimum one ton vibratory steel drum roller.

### 3.03 MILLING

- A. The equipment used for milling shall be a self-propelled, planning, grinding or cutting machine possessing sufficient power, traction, and stability to maintain accurate depth of cut and slope. The machine shall be equipped with automatic grade and slope controls capable of producing a finished profile within  $\pm 0.02$  feet of a referenced elevation and a matching seam within  $\pm 0.01$  feet of an adjacent profile cut. The machine shall be capable of removing, in one pass, the specified layer of pavement to a maximum depth of 4 inches. Additionally, the machine shall be capable of cutting a smooth transition (daylight) which maintains the desired profile. Machines which are equipped with heating devices to soften the pavement shall not be allowed.
- B. The speed of the machine shall be variable and adequate in order to produce a finished, textured surface.
- C. Milling shall start at the low side of the cross-section and progress toward the high side. Provisions shall be made for operation, such as by lateral saw cuts into the shoulder area. In the event that all milled areas which are opened to traffic have not been milled to a flush surface by the end of the work day, the longitudinal edges of the milled area, exceeding 1-1/2 inches high, shall be sloped and a smooth transition shall be provided at the transverse edges.

- D. The machine shall be equipped with an integral loading and reclaiming means in order to immediately remove material being cut from the surface of the roadway so as not to present a hazard or allow the material to be re-compacted into the texture. The machine shall also be equipped with an effective means of controlling dust.
- E. The equipment productivity shall commensurate with the scope of the work. In the case of roadway profiling/texturing, it shall be capable of producing 20 square yards per minute of operation.
- F. The surface of the existing bituminous pavement shall be removed to a maximum depth of 2", or as required, to provide the desired texture uniformly across the entire pavement surface.
- G. The areas around inlets, manholes, water boxes, gas valves, etc., shall be cut to the new profile of the roadway, leaving only the manhole frames projecting.
- H. Excess material resulting from the operation is to be deposited by the Contractor in trucks, by means of a conveyor belt or other suitable means and disposed of at sites outside the municipality at a location secured by the Contractor. The pavement shall be swept clear by mechanical brooming immediately after completion of the milling operation.
- I. If the distance from the edge of excavation work area to the existing curb is less than three feet, the Contractor shall mill this area as well as the excavation work area and the area within three feet of the curb.

#### 3.04 SURFACE COURSE

- A. Surface course shall consist of a leveling course, to obtain a uniform cross section and an even road grade if and where required, and the pavement surface course. The thickness after proper compaction of the pavement surface course shall be the thickness shown on the standard detail. Prior to paving the top course, the trench area shall be broom swept clean and the bituminous stabilized base course pavement given an application of tack coat at a rate of 0.05 to 0.10 gallons per square yard. The tack coat material shall be RC-70 Tack Coat or an emulsified asphalt which shall be spread by power operated equipment.
- B. Pavement shall be machine laid where applicable, finished, and rolled in accordance with the applicable provisions of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. No materials shall be laid when the temperature falls below 40°F or the existing surface is wet or damp. The pavement shall be adequately sloped to provide proper drainage. After spreading and while still hot, the pavement course shall be compacted thoroughly and uniformly by rolling. The initial rolling shall be done with a 3-wheel roller followed by a two or three-axle tandem roller. The 3-wheel rollers and the three-axle tandem rollers shall have a total metal weight of not less

than 10 tons. The two-axle tandem roller shall have a total metal weight of not less than 8 tons.

- C. The Owner may require, at its own expense, that core samples be taken and laboratory tests be made of representative samples of any material supplied and used under these specifications to substantiate the compliance with the various types of mixes, as set forth in the NJDOT specifications. The material shall be tested by a certified testing laboratory for composition, air voids, and thickness. The contractor shall reimburse the Owner for all costs of sampling, transportation, tests and analysis if the material is not found to be in conformance with the specifications.
- D. Any existing pavement stripes or markings shall, prior to cutting for the trench, be noted by the Contractor, and, after placement of top course be reapplied in the same configuration and color as the existing markings.
- E. Only pavers utilizing automatic grade control with a suitable shoe or ski type sensor shall be used when constructing surface course pavements in areas which have been milled.

### 3.05 JOINT FILLING

- A. Following placement of the asphalt surface course, the joints where the new asphalt abuts the old shall be sealed with a hot poured asphalt joint sealer.

### 3.06 REPAIR JOINTS WITHIN WHEEL PATH

- A. The asphalt patch area for street excavations that fall within the wheel path of the vehicular travel lane shall be increased in size to the center of the lane or adjacent lane. In no circumstance will the edge of a patch area be allowed to fall within the wheel path.

### 3.07 SERVICE TRENCH PATCHES

- A. In the case of a series of patches or patches for service lines off a main trench, repair the pavement over and between the patches by milling and overlay when the spacing between the patches is less than 25 feet.

### 3.08 SURFACE TOLERANCES FOR STREET REPAIRS

- A. Surface tolerances for street repairs should meet the standard for construction. That is, the finished surface of the street repair, when tested with a ten (10) foot straightedge parallel to the centerline or perpendicular across joints, will show variations measured from the testing face of the straightedge to the surface of the street repair which do not exceed one-half inch.

3.09 INSPECTIONS

- A. No backfill or pavement placement shall be undertaken except in the presence of a County Road Inspector and the Engineer.

3.10 REPLACEMENT OF DAMAGED ITEMS

- A. The Contractor shall replace, in kind, traffic stripping, markings and traffic signal loop detectors damaged during construction costs shall be included in the amount bid for restoration and cleanup.

END OF SECTION 02511

## SECTION 02600

### STORM UTILITY DRAINAGE PIPING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. Storm drainage piping.
2. Piping accessories.
3. Catch basins and area drains.
4. Cleanouts.
5. Bedding and cover materials.

##### 1.02 REFERENCE STANDARDS

###### A. American Association of State Highway and Transportation Officials:

1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
2. AASHTO T180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

###### B. ASTM International:

1. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
2. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
3. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
4. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
5. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
6. ASTM C969 - Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
7. ASTM C1103 - Standard Practice for Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
8. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort [12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)].

9. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)].
10. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
11. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
12. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
13. ASTM D2680 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) and Poly(Vinyl Chloride) (PVC) Composite Sewer Piping.
14. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
15. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
16. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
17. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
18. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

### 1.03 COORDINATION

- A. Coordinate Work of this Section with termination of sewer connection, trenching, connection to Authority sewer utility service.

### 1.04 SUBMITTALS

- A. Section 01340 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information describing pipe and pipe accessories.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions: Submit special procedures required to install specified products.
- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- F. Qualifications Statement:
  1. Submit qualifications for manufacturer.

## 1.05 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of pipe runs, connections, catch basins, cleanouts, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

## 1.06 QUALITY ASSURANCE

- A. Perform Work according to NHTSA standards.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

## 1.08 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.01 STORM DRAINAGE PIPING

- A. Reinforced Concrete Piping:
  - 1. Pipe:
    - a. Comply with ASTM C76, Class III
    - b. Reinforcement: Bar.

- c. Inside Nominal Diameter: 15 inches
  - d. Ends: Bell and spigot
- 2. Fittings: Reinforced concrete.
- 3. Joints:
  - a. Comply with ASTM C443).
  - b. Gaskets: Rubber, compression.

## 2.02 MATERIALS

### A. Bedding and Cover:

- 1. Bedding: Fill Type C as specified on plans
- 2. Cover: Fill Type C as specified on plans
- 3. Soil Backfill from above Pipe to Finish Grade: Soil Type [S1] as specified in Section [02300 - Soils for Earthwork].
- 4. Subsoil: No rocks more than 6 inches in diameter, frozen earth, or foreign matter.

## 2.03 ACCESSORIES

### A. Geotextile Filter Fabric:

- 1. Comply with AASHTO M288 for subsurface drainage.
- 2. Type:

Class B, non-biodegradable, non-woven.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Section 01700 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that trench cut is ready to receive Work of this Section.
- C. Verify that excavations, dimensions, and elevations are as indicated on Drawings.

### 3.02 PREPARATION

- A. Section 01700 - Execution and Closeout Requirements: Requirements for installation preparation.

- B. Correct over-excavation with coarse aggregate.
- C. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.

### 3.03 INSTALLATION

#### A. Excavation and Bedding:

1. Excavate pipe trench as specified on plans.
2. Hand trim excavation for accurate placement of piping to indicated elevations.
3. Place bedding material at trench bottom.
4. Maintain optimum moisture content of bedding material to attain required compaction density.

#### B. Piping:

1. Install pipe, fittings, and accessories according to ASTM D2321.
2. Seal joints watertight.
3. Place pipe on minimum 8" inch -deep bed of filter aggregate.
4. Install aggregate at sides [and over top of pipe].
5. Install top cover to minimum compacted thickness of 12 inches, and compact to 95 percent maximum density.
6. Backfilling and Compaction:
  - a. Do not displace or damage pipe while compacting.
7. Connect to Authority combined sewer system.
8. Connect to subdrainage tile system piping as specified in Section 334600 - Subdrainage.

#### C. Catch Basins and Cleanouts:

1. Form bottom of excavation clean and smooth, and to indicated elevation.
2. Form and place cast-in-place concrete base pad, with provision for storm sewer pipe end sections.
3. Level top surface of base pad.

4. Sleeve concrete shaft sections to receive storm sewer pipe sections.
5. Establish elevations and pipe inverts for inlets and outlets as indicated on Drawings.
6. Mount lid and frame level in grout, secured to top cone section to indicated elevation.

#### 3.04 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Requirements for inspecting and testing.

#### 3.05 PROTECTION

- A. Section 01700 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

#### 3.06 ATTACHMENTS

- A. Storm Sewer Branch Lines: Connect catch basins at various site locations with intersection of main sewer line near sidewalk on Center Avenue. Sizes noted on Drawings.

END OF SECTION 02600

## SECTION 02668

### WATER SERVICE CONNECTIONS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. This items includes the furnishing and the construction of copper water service lines including corporation stop type connection to main, service pipe, curb valve (stops) (where directed), box and appurtenances, connection to existing service pipe, and locating existing utilities which will be crossed in accordance with details shown on the plans and as specified herein, or determined in the field by the Engineer. This item shall also include locating all existing services.

##### 1.02 RELATED WORK

- A. Section 02200 – Earthwork
- B. Section 02731 – Site Piping and Fittings

##### 1.03 SYSTEM DESCRIPTION (NOT APPLICABLE)

##### 1.04 REFERENCES

- A. American Society for Testing and Material Standards
- B. American Water Works Association Standards
- C. American National Standards Institute

##### 1.05 SUBMITTALS

- A. As indicated under Section 02731

#### PART 2 – PRODUCTS

- 2.01 Copper service pipe shall be U.S. Government Type K, seamless, soft wall, suitable for underground water services. Conforming to ASTM Specification B-88 and Manufactured by Cerro, Wieland, Mueller or equal.
- 2.02 Corporation stops shall be equal to that as manufactured by Mueller Company, Series H-15000 and of the size required. Such Corporation stops shall meet the requirements of AWWA Specification No. C800, latest edition.

- 2.03 Curb valves (stops) shall comply with ANSI/AWWA C800-89 Specifications. Manufacturers shall be Mueller Company model #H-15204 Curb Stop, flare or equal.
- 2.04 CURB STOPS
- A. 1" and Smaller: 2-1/2" N.S. Curb Service Boxes (Genuine Buffalo Style Cast Iron) Fig. No. 4901 Size No. 93-D, Extension Range 33"-48". Consisting of Top Section & Cover Marked Water, Bottom Section and Rod, Ring and Pin. Manufacturer: Bingham & Taylor or equal.
- B. 1.5" services and larger, valve boxes shall be 5-1/4" Shaft 3 Piece Valve Boxes (Genuine Buffalo Style Cast Iron) Fig. No. 4906 Screw Type Size No. B, Extension Range 36" - 48". Consisting of No. 55 Top Section and Cover Marked Water, No. 62 Middle Section and No. 6 Base. Manufactured by Bingham & Taylor or equal.
- 2.05 Miscellaneous service fittings and adapters shall be provided as required to construct new services or connection to existing services. All such fittings shall be appropriate to the intended service and shall conform to AWWA Specification No. C800, latest edition.

### PART 3 - EXECUTION

- 3.01 During construction, the Contractor shall perform all investigations necessary to determine the location of all water services and whether the services are currently in service. The Contractor shall perform all excavation, whether by hand or machine, which is necessary to locate and expose the existing water service. Locating and reconnecting water services shall be the sole responsibility of the Contractor.
- 3.02 Water service connections shall be installed in accordance with the Standard Detail and the methods specified herein at locations if and where designated by the Engineer and where compatible with existing water service connections.
- 3.03 The Contractor shall be responsible for locating and reconnecting all existing water service connections to the proposed mains and installing complete new services, including corporation stops, services pipes, curb valves (stops) (where directed), boxes and appurtenances, from the new main to individual house connections at property lines.
- 3.04 The methods of Construction specified in the Item "Site Piping and Fittings," shall apply to the construction of Water Service Connections, where appropriate.

END OF SECTION 02668

## SECTION 02731

### SITE PIPING AND FITTINGS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The construction of the 8" and 12" DIP water main, gate valves, fire hydrants assemblies and water service connections, as shown on the contract drawings and in accordance with these specifications.
- B. Work shall include cutting and removal of existing pavement; trench excavation; dewatering trench; location and protection of existing utilities; permanent and temporary sheeting and bracing as required to protect the work and adjacent structures; furnishing, installing and testing of all pipes, fittings, plugs, and other materials required to construct the water main and connection to existing and new piping, backfilling, restoration and clean up, accessories, appurtenances and miscellaneous work. The work shall also include the making of all connections to pipelines and appurtenances; furnishing and installation of all valves, piping, flexible joints, pipe expansion joints, appurtenances, installation of concrete thrust blocks and supports; all as specified herein and as shown on the Drawings.

##### 1.02 RELATED WORK

- A. Section 02200 – Earthwork
- B. Section 02668 – Water Service Connections

##### 1.03 SYSTEM DESCRIPTION

- A. Water mains shall be constructed in strict accordance with the Rules and Regulations of the NJ Department of Environmental Protection. Materials used in the construction of water mains shall be as follows:
  - 1. Water mains shall be constructed of DIP, class 54.
- B. Water piping and fittings shall be constructed in strict accordance with the Rules and Regulations of the NJ Department of Environmental Protection.

##### 1.04 REFERENCES

- A. American Society for Testing and Material Standards
- B. American Water Works Association Standards

- C. American National Standards Institute
- D. NJ Standard Specifications for Road and Bridge Construction, latest edition.

#### 1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data and installation instructions for all equipment and products of this section. Piping system shall include pipes, valves, valve operators, connections, fittings, fasteners, seals, and all other components as shown on plans, described in specifications, and/or as necessary to make a complete piping system.
- B. Shop Drawings: Submit shop drawings for all piping systems, showing piping materials, size, locations, and centerlines (for internal pipe) or inverts (for external pipe). Include details of underground structures, connections, supports, and cleanouts. Show interface and spatial relationship between piping and proximate structures.
- C. Record Drawings: At project closeout, submit record drawings of installed piping and products, in accordance with contract requirements.

#### PART 2 - PRODUCTS

##### 2.01 DUCTILE IRON PIPE (PIPE AND FITTINGS)

- A. Ductile iron pipe shall be centrifugally cast pipe conforming to the American National Standard for Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds for Water or Other Liquids, ANSI/AWWA Designation A21.51/C-151, latest revision. The pipe sizes shall be as shown on the contract drawings with a thickness class of 54 unless otherwise shown on plans. All pipe fittings shall have joints with body thickness and radii of curvature conforming to latest ANSI/AWWA Designation A21.10/C110. Manufacturers: Griffin Pipe Products Co.; McWade Ductile Co.; U.S. Pipe and Foundry Co
- B. Joints shall employ a single, elongated gasket of such size and shape as to provide an adequate compressive force against the spigot and socket after assembly to effect a positive seal under all combinations of joint and gasket tolerances. Gaskets shall be vulcanized natural or vulcanized synthetic rubber, resistant to common ingredients of sewage, oils, and groundwater. Gaskets shall be free of porous areas, foreign material, and visible defects.
- C. The lubricant shall be suitable for lubricating the parts of the joint assembly. The lubricant shall be nontoxic and shall not support the growth of bacteria and shall have no deteriorating effects on the gasket material.

- D. Push-on joint and mechanical joints shall conform to AWWA C111 (ANSI A21.11), latest revision with a thickness class of 52 unless otherwise noted. Joints shall be U.S. Pipe and Foundry Co.'s "Tyton" Joint; Griffin Pipe Products Co.'s "Super Bell-Tite" Joint; or equal.
- E. Cement lining shall be provided unless otherwise indicated. Linings shall conform to AWWA C104-71 (ANSI A21.4 - 1971) with bituminous seal coat. Cement lining shall be 1/8" thick for all pipes 12" diameter and smaller and 3/16" thick for all pipes 14" diameter and larger.
- F. Flanged ductile iron pipe shall have ductile iron flanges conforming to ANSI B16.1 Class 125 specifications designed for use with AWWA C110 (ANSI A21.10) flanged fittings, with pipe barrel conforming to AWWA C151-65 and AWWA C151a-68 (ANSI A21.51 - 1965 and A21.51a - 1968), or latest revisions. Ductile iron pipe shall be flanged in the foundry. The flanges shall be of the long hub type, shall be screwed on the pipe barrel and power tightened by machine, and faced and drilled after tightening. No ductile iron pipe of class thickness less than Class 53, shall be threaded and flanged.
- G. Victaulic couplings shall conform to specifications ANSI/AWWA C-606, as shall the pipe used in conjunction with these couplings. The housing shall be of ductile iron conforming to ASTM A-536 or malleable iron conforming to ASTM A-47. The gasket shall be of halogenated butyl material and be resistant to sludge, sewage, saltwater, and sodium hypochlorite (less than 1% concentration).
- H. All buried ductile iron piping in the appurtenances shall receive outside bituminous coating in accordance with AWWA C106-70.
- I. Compression-Sleeve Coupling: Coupling shall be designed to couple plain end piping by compression of a ring gasket at each end of the adjoining pipe sections. The coupling shall consist of one middle ring flared or beveled at each end to provide a gasket seat; two follower rings; two resilient tapered rubber gaskets; and bolts and nuts to draw the follower rings toward each other to compress the gaskets. The middle and the follower rings shall be true circular sections free from irregularities, flat spots, and surface defects; the design shall be such as to provide for confinement and compression of the gaskets.
- J. Compression sleeve couplings shall conform to the latest edition of ANSI/AWWA Designation 21.107/C-110. Bolts shall be corrosion resistant and conform to ANSI/AWWA Designation 21.11/C-111, latest edition. The inside surface shall be cement lined and the outside surface shall be coated with hot coal tar coating. Mechanical joint solid sleeves shall be U.S. Pipe Mechanical Joint Solid Sleeves Model No. U-528, or equal. Dresser style No. 153 cast iron coupling shall be considered equal.

- K. Ductile Iron Fittings: All ductile iron fittings shall be Class 250 suitable for use with the pipe specified above conforming to the latest edition of American National Standard for Gray Iron and Ductile Iron Fittings, 3 in. through 48 in. for Water and Other Liquids. ANSI/AWWA Designation A21.10/C-110. Ductile Iron Compact Fittings shall conform to ANSI/AWWA C153/A21.53-88 Specifications. Fittings shall be externally coated with a uniform thickness of hot applied coal tar coating and the inside shall be cement lined and only mechanical joint fittings shall be used in pressure main lines. End plugs shall be setscrew type, as manufactured by the United States Pipe and Foundry Company, or equal. Bolts and gaskets shall conform to the latest edition of ANSI/AWWA Designation A21.11/C-111. Manufacturers: Griffin Pipe Products Co.; McWade Ductile Co.; U.S. Pipe and Foundry Co, Tyler Utilities, Star Pipe Products
  
- L. Mechanical Joint Retainer Glands: Standard mechanical joint retainer glands are designed to provide a method for restraining mechanical joint pipe and fittings against possible joint separation, rupture or blow-out caused by internal water pressures. Mechanical joint retainer glands must meet the specifications of AWWA C-111 (ANSI A21.11) American Standard for rubber gasket joints. Glands shall be ductile iron and set screws shall be heat treated AISC 4140 steel.

## 2.02 GATE VALVES AND INSERTION VALVES

- A. Gate valves 3-12 inches shall be resilient seat, iron body, non-rising bronze stem with modified wedge disk suitable for a working pressure of 200 psi and shop tested at 400 psi. Gate valves shall be manufactured by US Pipe V & H Catalog #A-USPO-23 or Mueller Co Catalog # A-2360-23. or equal. The valves shall meet or exceed AWWA C509 Standards, latest edition. Sizes up to and including 12” shall be 200 psi working pressure; 16” and larger shall be 150 working pressure. The valves must have “O” ring seats, inside screw and parallel set and be so constructed that they will give an unobstructed passage of at least the full pipe area.

The ends of the valves shall correspond in type and dimensions with those of the pipe. All valves shall be arranged to open in counter clockwise direction and operating nuts shall be 2” square. The valve shall be tested to a pressure of not less than 400 lbs. per square inch. All buried valves shall be furnished with standard weight cast iron valve boxes. Boxes shall be of the Telescope Screw type with round or oval base and deep cover to prevent tipping. Sections shall not be less than 5-1/4” in diameter. Lengths shall be suitable for locations intended. Two 2” square nut operating wrenches of suitable lengths shall be provided.

- B. Insertion Valves shall be utilized where pipe shut-off is required and the existing main is under pressure. Installation of an insertion valve shall be made by making a size-on-size tap onto the existing water main then inserting the valve body in the flange of the insertion valve fitting. Use of all insertion valves must be approved by the Engineer.

## 2.03 LINE STOPPING

- A. Line stops shall be installed as shown on the plans or as determined by the Engineer in the event that valves necessary to shut down the existing water system are inoperable and an unreasonable number of people will be left without service to shut down the main. Flow of water shall be stopped with the Water Line Stopping System as manufactured by Hydra-Stop, Inc., Blue Island, Illinois, or equal. Line stopping shall include sleeve, stopper, etc. Line stop shall be left in place unless otherwise directed by the Engineer

## 2.04 FIRE HYDRANTS

- A. All fire hydrants shall be approved AWWA type fire hydrants and shall be in conformance with the American Water Works Association Standard for Fire Hydrants for Ordinary Water Works Service, AWWA Designation C 502 latest edition.
- B. Fire hydrants shall be equal to those as manufactured by US Pipe, METROPOLITAN M-94 Ductile Iron Fire Hydrant or equal. Hydrants shall be provided with two coats of paint matching existing hydrants in the municipality. Hydrants shall be provided with adequate thrust blocks and with at least one cubic foot of broken stone under hydrant shoe to drain hydrant as per detail. Auxiliary gate valve shall be connected to the water main with a hydrant valve anchoring tee and a joint restraint system. Joint restraints shall be installed between the main line tee and gate valve and between the auxiliary gate valve and the hydrant as shown on the Plans or as directed by the Engineer. Joint restraint system shall be Aqua Grip as manufactured by Mueller Co. or equal.

## 2.05 TAPPING SLEEVES AND VALVES

- A. Tapping sleeves for ductile iron and cast iron pipe shall be split sleeve mechanical joint type complying with MSS SP-111 standards. The tapping sleeve shall have a class 125 outlet flange with drilling and dimensions that fully comply with ANSI B16.1. The sleeves shall be suitable for all classes of pipe using Class A/B gaskets or Class C/D gaskets for oversized pipe. Tapping valves shall conform to all the gate valve standards and shall have an inlet flange class 125 with alignment lip for proper attachment to a sleeve. Tapping sleeves shall be Mueller Co Catalog # H-615 or H-616 series. Tapping valves shall be US Pipe Catalog #T-USPO-19 or Mueller Catalog # T-2360-19.

## 2.06 POLYETHYLENE ENCASEMENT

- A. Provide 8 miles polyethylene tube for placement around water pipe where shown on plans. Meet AWWA C-105.

## 2.07 RETAINER GLANDS

- A. Retainer glands shall be mechanical joint wedge action restraint for ductile iron pipe. The Glands shall be made from high strength Ductile Iron per ASTM A536, Grade 65-45-12 and shall be compatible with all Mechanical Joints conforming to ANSI/AWWA C111/A21.11. The Wedge Assembly shall be designed with a Break-Off Torque Control Nut that will only break off in one direction, ensuring proper installation. The Retainer Gland shall offer a full 5° deflection through 12" size, 3° on 14"-24", 2° on 30"-36" and 1° on 42"-48". The Retainer Glands shall be designed with a minimum safety factor of 2:1 and shall be listed with Underwriters Laboratories Inc. and sizes 3"-12" are approved by Factory mutual Research. The Wedges are heat treated to a minimum of 370 BHN. Manufacturers shall be Star Grip Products/ Star Grip Series 3000; EBAA Iron Inc./Series 1100; Tru Grip Series 1000 or equal.

## 2.08 CONCRETE THRUST BLOCKS

- A. Class of concrete for thrust blocks shall be as shown on the detail shall have a minimum twenty-eight (28) day comprehensive strength of 2,500 lbs. per square inch. All materials shall conform to the applicable provisions of the latest edition of Section 914 of the NJDOT Standard Specifications for Road and Bridge Construction.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. The Contractor shall maintain water service at all times. Only when no other means are practical and only with prior approval of the Owner\Engineer may an area go without water and then only with proper notification 24-hours in advance to all persons to be affected.

### 3.02 CUTTING AND REMOVING PAVEMENT

- A. The line between existing pavement to be removed and existing pavement to remain shall be cut with a saw, pneumatically operated spade, or equal, so as to leave a smooth, straight, and vertical edge. The existing pavement may be bituminous, brick, block, non-reinforced concrete, reinforced concrete, etc. The excavated pavement shall be broken up and removed to a site approved by the Engineer.
- B. Where excavations are to be made on concrete roads, the existing concrete shall first be saw cut, broken up with a hydro-hammer, or equal, and removed. All protruding reinforcing rods shall be cut off and removed. Any loose or broken longitudinal portions of adjacent existing lanes shall be removed and replaced at the direction of the Engineer and/or the inspector of the applicable agency.

### 3.03 UNDERGROUND UTILITIES

- A. The Contractor's attention is called to its responsibility in verifying utilities shown on the plans.
- B. Whenever a utility line is crossed or in any way exposed during this construction, the Contractor shall brace the utility line to the satisfaction of the owner of the utility. The utility line shall be supported from the time the existing support is removed and until the trench is backfilled.

### 3.04 DEWATERING TRENCH

- A. All pipe will be laid on a solid, dry foundation. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices for promptly intercepting and removing all water entering trenches from above or below ground. Any pipe laid in water or wet trenches will be removed and reinstalled at the Contractor's expense.
- B. Water shall be completely removed from all excavations promptly and continuously throughout the progress of the work. The Contractor shall keep the excavation dry until work is at a point that it will not be damaged by the rising water level. The Contractor shall provide, maintain and operate such drains, percolation stone, trenches, sumps, pumps, hoses, piping, well point systems, and other related approved means and equipment as may be necessary to keep the excavations free from water during all stages of the construction operations and course of work. The Contractor shall provide such dikes, sumps and pumping that may also be required to prevent the flow of surface waters into excavated areas and into any and all areas where construction or installations are in progress.
- C. The Contractor shall provide adequate noise inhibitors on all dewatering equipment. This shall include mufflers, enclosures, or other items needed to keep the noise at tolerable levels. If the appropriate noise level has been exceeded, the Contractor shall be required to use electrically powered dewatering equipment at no additional cost to the Engineer.
- D. All water pumped or drained from the work area shall be disposed of in a suitable manner without undue interference or injury to other work pavements, other surfaces, properties or which may create health hazards or impede traffic. In no case shall water be permitted to rise into or flow through completed pipe work without written permission from the Engineer. Sediment laden water that is being pumped from the trenches shall not be pumped directly into a watercourse. Sedimentation basins, hay bales, check dams, or other means shall be utilized to remove the sediment prior to discharge. If the trench water to be pumped out is more acidic than ambient stream levels, the Contractor shall take appropriate measures to adjust the pH of the dewatering effluent to that of the surrounding stream.

### 3.05 PIPE LAYING

- A. All piping and appurtenances shall be cleaned of foreign matter before being lowered into the trench and shall be kept clean during the laying operations by plugging or other approved means. Cutting of pipe shall be done in a neat and workmanlike manner with an approved type of mechanical cutter without damage to the pipe or lining so as to leave a smooth end at right angle to the axis of the pipe.
- B. All joints of piping, couplings, fittings and specials, whether push-on type, flange, or mechanical type, shall be made up in accordance with the manufacturer's printed recommendations.
- C. Concrete thrust blocks shall be provided at all tees, bends, and dead ends. Thrust block placement and size shall be as indicated on the Detail "Thrust Blocks - Required Contract Bearing Areas."
- D. Insertion valves and valve boxes shall be set plumb with a 6" minimum base of broken stone or gravel. Valve boxes shall be centered on the gate valves and the box cover shall finish flush with the surface of the pavement or ground.
- E. Hydrants shall be set plumb and to the established grade with hose nozzles at least 16 inches above the ground or as directed by Engineer. A concrete thrust block shall be provided at each hydrant, and one cubic foot of broken stone or gravel shall be installed under hydrant shoe for draining hydrant as indicated on the Detail Sheet.

### 3.06 JOINING PIPE

- A. All gaskets and mating surfaces shall be thoroughly cleaned and lubricated in accordance with the manufacturer's specifications. The pipe shall be aligned with the previously installed pipe and, with gasket in place, put together. After pipes are put together, the joint shall be inspected to verify that gasket is properly positioned and that the joint has been properly made and is tight. If, while making the joint, the gasket becomes loose or misplaced, the pipe shall be removed and the joint remade watertight.
- B. Voids under joints shall be filled with proper bedding material compacted thoroughly in accordance with the Section 02200 "Earthwork".

### 3.07 BACKFILLING

- A. Backfilling shall conform to Section 02200 "Earthwork".

### 3.08 TESTING

- A. General: The Contractor shall provide all labor, materials, equipment, gauges, air, water, caps, plugs, taps, temporary bracing, and all else necessary to pressure test all

pipng systems installed under this Contract. Temporary bracing shall be dismantled and removed upon completion of the pressure test by the Contractor.

B. The Contractor shall provide for hydraulic pressure test of the water main before making the final connection into existing pipes as follows:

1. Hydraulic pressure testing shall conform to AWWA Standard C-600, latest edition.
2. A hydrostatic test pressure shall be maintained in the pipeline for a minimum period of two (2) hours. At the end of the test period, if the test pressure has remained constant, the pipeline shall have passed the test. If the pipe does not hold pressure, the Contractor shall locate the leak, permanently repair the section of piping where the leak is occurring to the satisfaction of the Engineer, and retest the pipe line as specified above. This process shall be repeated until the pipeline has successfully passed the pressure test.
3. Contractor shall make certain that all air is expelled from a pipe line before it is tested. All caps, plugs, and fittings shall be adequately braced and anchored to withstand the test pressures.
4. Hydrostatic test pressure shall be 150 psi or 1.5 times the working pressure measured at the highest elevation in the pipeline under test, whichever is greater.
5. The leakage test may be performed concurrently with the pressure test. If no pressure drop is seen during pressure test, the leakage test may be waived by the engineer.
6. If leakage is encountered during the hydrostatic test, the Contractor shall begin this leakage test which shall be accomplished by increasing the hydrostatic pressure to a specified value and maintaining of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain the specified leakage test pressure after the air in the pipeline has been expelled.
7. The hydrostatic pressure for the leakage test shall be 150 psi.
8. Flanged, victaulic, and welded pipe lines shall no leakage at the test pressure. The leakage for mechanical joint, and push-on joint pipe lines shall not exceed the allowable leakage computed by the following formula:

$$L = \frac{N D (P)^{1/2}}{7400}$$

where:

L = is the allowable leakage in gallons per hour.

N = is the number of joints in the length of the pipeline being tested.

D = is the nominal diameter of the pipe in inches.

P = is the average test pressure during the leakage test in pounds per square inch gauge.

### 3.09 WATER MAIN DISINFECTION

- A. All water pipelines shall be disinfected in conformance with the latest edition of AWWA Standard C-651 for disinfecting water mains prior to being put into service. Hypochlorite and liquid chlorine for use in disinfection shall conform to AWWA Standards B-300 and B-301, respectively.
- B. All pipelines shall be thoroughly flushed before introduction of chlorinating material which shall be done in an approved manner. The amount of chlorine applied shall be such as to provide a dosage of not less than 50 parts per million. The chlorinated water shall be retained in the main for at least 24 hours during which time all hydrants and valves in the section treated shall be operated to be disinfected. The heavily chlorinated water shall then be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system. The Owner shall then have samples taken by an approved testing laboratory and bacteriological analyses made. Should the initial treatment prove ineffective, disinfection shall be repeated until satisfactory samples must be obtained.
- C. After final flushing and before the water main is placed in service, a sample or samples shall be collected from the end of the line and along the length of the mains. Samples shall not be taken through fire hydrants. All samples shall be taken through corporation stops left for service connections. If corporation stops for water services are not available or if additional ones are needed to perform bacteriological tests, the Contractor at the direction of the Engineer shall install them at no additional cost to the Owner. Upon successful completion of bacteriological tests, the additional corporation stops shall be shut off and abandoned. Samples shall be tested for bacteriological quality in accordance with Standard Methods, and shall show the absence of coliform organisms.

### 3.10 INSPECTION AND REJECTION OF PIPE

- A. The quality of all materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval of the Engineer. Such inspection may be made at the place of manufacture or on the work site after delivery, or at both places, and the pipe shall be subject to rejection at any time on account of failure to meet any of

the specification requirements even though sample pipes may have been accepted as satisfactory at the place of manufacture.

- B. The Contractor shall submit to the Engineer, for its approval, material certificates from this manufacturer indicating that the pipe and fittings meet the specifications set forth herein.
- C. Any pipe or fitting which has been found to be damaged after delivery will be rejected and, if such pipe has already been laid in the conduit line, it shall be repaired in a manner acceptable to the Engineer or, at the Engineer's option, removed and replaced and made good solely at the Contractor's expense. The ends of the pipe shall be free of dents and gouges which will affect the tightness of the joint. ASTM and ANSI/AWWA specifications require rejection of any pipes or fittings containing cracks, holes, foreign inclusions, or other injurious defects.

END OF SECTION 02731

## SECTION 02900

### PLANTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

A. Section Includes:

1. Preparation of Planting Soil
2. Planting Soil bedding.
3. Plants.
4. Mulch.
5. Fertilizer.
6. Pruning.
7. Maintenance.

B. Related Sections:

1. Section 02300 - Soils for Earthwork: Topsoil material.

##### 1.02 REFERENCES

A. American National Standards Institute:

1. ANSI A300 - Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices.
2. ANSI Z60.1 - Nursery Stock.

##### 1.03 DEFINITIONS

A. Weeds: Vegetative species other than specified species to be established in given area.

B. Plants: Living trees, plants, and ground cover specified in this Section.

##### 1.04 SUBMITTALS

A. Section 01340 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit list of plant material sources, data for fertilizer and other accessories.

##### 1.05 CLOSEOUT SUBMITTALS

A. Section 01700 - Execution and Closeout Requirements: Requirements for submittals.

- B. Operation and Maintenance Data: Include pruning objectives, fertilization requirements, types and methods;

#### 1.06 QUALITY ASSURANCE

- A. Tree Pruning: ANSI A300 Pruning Standards for Woody Plants.
- B. Perform Work according to NJDOT standard specifications, 2007 or latest edition, and Hoboken Shade Tree Commission standards.
- C. Contractor to maintain 1 copy of each specification document on site.

#### 1.07 QUALIFICATIONS

- A. Nursery: Company specializing in growing and cultivating plants a minimum of 3 years documented experience in growing the plants types specified on the drawings.
- B. Installer: Company specializing in installing and planting plants with a minimum of 3 years documented experience in urban landscape installation and rain garden planting.
- C. Maintenance Services: Performed by installer until final landscape installation is accepted by the Municipality.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- C. Protect and maintain plant life until planted.
- D. Deliver plant materials immediately prior to placement. Keep plants moist.
- E. Plant material damaged as a result of delivery, storage or handling will be rejected.

#### 1.09 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not install plant life when ambient temperatures may drop 35° F or rise above 90° F.

## 1.10 COORDINATION

- A. Install plant life after and coordinate with installation of rain garden infrastructure, soil, and electric.

## 1.11 WARRANTY

- A. Section 01700 - Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish one year warranty for all plant material.

## 1.12 MAINTENANCE SERVICE

- A. Section 01700 - Execution and Closeout Requirements: Requirements for maintenance service.
- B. Maintain plant life until final acceptance by the Municipality.
- C. Landscape maintenance shall commence immediately upon installation of plant material.
- D. Maintenance includes:
  - 1. Cultivation and weeding plant beds and tree pits.
  - 2. Applying herbicides for weed control. Remedy damage resulting from use of herbicides. No herbicide or pesticide shall be applied without the express permission from the Municipality, or as directed in the contract documents.
  - 3. Remedy damage from use of insecticides.
  - 4. Irrigating sufficient to saturate root system.
  - 5. Pruning, including removal of dead or broken branches.
  - 6. Disease control.
  - 7. Replacement and stabilization of mulch.

## PART 2 - PRODUCTS

### 2.01 TREES, PLANTS, AND GROUND COVER

- A. Planting Stock:
  - 1. Species: According to Standardized Plant Names, official code of American Joint Committee on Horticulture Nomenclature.
  - 2. Identification: Label individual plants or each bundle of plants when tied in bundles.
  - 3. Plants: No. 1 Grade conforming to "American Standard for Nursery Stock" of American Association of Nurserymen (AAN); well-branched, vigorous and balanced root and top growth; free from disease, injurious

- insects, mechanical wounds, broken branches, decay and other defects.
- 4. Deciduous plants: Furnish in dormant state, except those specified as container grown.
- B. All Plants: Species and size identifiable in plant schedule, grown in climatic conditions similar to those in locality of the Work.

## 2.02 SOIL MATERIALS

- A. No topsoil shall be installed in the rain gardens. Planting soil shall be as specified for the rain garden construction.

## 2.03 SOIL AMENDMENT MATERIALS

- A. No soil amendments shall be placed prior to installing plant material or within 1 year of installation except as specified for the rain garden construction.

## 2.04 MULCH MATERIALS

- A. Mulching Material: Composted, shredded hardwood bark, dark brown in color.

## 2.05 PLANTING SOIL MIX

- A. Planting soil mix shall be as specified for the rain garden construction.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify prepared subsoil and planting soil are ready to receive work.
- B. Saturate soil with water to test drainage.
- C. Verify required underground utilities are available, in proper location, and ready for use.

### 3.02 PLANTING

- A. Place plants for best appearance for review by the Landscape Architect or Municipal representatives.
- B. Set plants vertical.
- C. Remove non-biodegradable root containers.
- D. Place bare root plant materials so roots lie in natural position. Backfill soil mixture in 4" maximum layers. Maintain plant in vertical position while backfilling.
- E. Compact plant backfill by hand sufficient to support the plant in an upright posi-

tion

- F. Saturate soil with water when pit or bed is half full of topsoil and again when full.

### 3.03 FIELD QUALITY CONTROL

- A. Plants will be rejected when ball of earth surrounding roots has been disturbed or damaged prior to or during planting.
- B. Plants with pot-bound or dried root systems will be rejected.

### 3.04 SCHEDULE

- A. Plant Schedule:
  - a. Plants to be provided in the size, genus, species, and variety as specified on the contract drawings.

END OF SECTION 02900

## SECTION 03100

### CONCRETE FORMING AND ACCESSORIES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

A. Section Includes:

1. Formwork for cast-in-place concrete.
2. Shoring, bracing, and anchorage.
3. Form accessories.
4. Form stripping.

B. Related Requirements:

1. Section 03200 - Concrete Reinforcing: Reinforcing steel and required supports for cast-in-place concrete.

##### 1.02 REFERENCE STANDARDS

A. American Concrete Institute:

1. ACI 117 - Specification for Tolerances for Concrete Construction and Materials.
2. ACI 301 - Specifications for Structural Concrete.
3. ACI 318 - Building Code Requirements for Structural Concrete.
4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest & Paper Association:

1. AF&PA - National Design Specification (NDS) for Wood Construction.

C. American Society of Mechanical Engineers:

1. ASME A17.1 - Safety Code for Elevators and Escalators.

D. APA - The Engineered Wood Association:

1. APA/EWA PS 1 - Voluntary Product Standard - Structural Plywood.

E. ASTM International:

1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

3. ASTM E96M - Standard Test Methods for Water Vapor Transmission of Materials.

F. West Coast Lumber Inspection Bureau:

1. WCLIB - Standard No. 17 Grading Rules for West Coast Lumber.

### 1.03 COORDINATION

- A. Coordinate Work of this Section with other Sections of Work in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

### 1.04 SUBMITTALS

- A. Section 01340 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information on void form materials and installation requirements.
- C. Shop Drawings:
1. Indicate:
    - a. Formwork, shoring, and reshoring.
    - b. Pertinent dimensions, openings, methods of construction, types of connections, materials, joint arrangement and details, ties and shores, location of framing, studding and bracing, and temporary supports.
    - c. Means of leakage prevention for concrete exposed to view in finished construction.
    - d. Sequence and timing of erection and stripping, assumed compressive strength at time of stripping, height of lift, and height of drop during placement.
    - e. Vertical, horizontal, and special loads according to ACI 347, and camber diagrams when applicable.
    - f. Notes to formwork erector showing size and location of conduits and piping embedded in concrete according to ACI 318.
    - g. Procedure and schedule for removal of shores and installation and removal of reshores.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Delegated Design Submittals:
1. Submit signed and sealed Shop Drawings with design calculations and assumptions.

2. Indicate loads transferred to structure during process of concreting, shoring, and reshoring.
  3. Include structural calculations to support design.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- G. Qualifications Statement:
1. Submit qualifications for licensed professional.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept void forms on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials off ground in ventilated and protected manner to prevent deterioration from moisture.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE AND DESIGN CRITERIA

- A. Design, engineer, and construct formwork, shoring, and bracing according to ACI 318.
- B. Vapor Retarder Permeance: Maximum when tested according to ASTM E96, method.

#### 2.02 WOOD FORM MATERIALS

- A. Form Materials: At discretion of Contractor.
- B. Softwood Plywood: Comply with APA/EWA PS 1.
- C. Plywood:
1. Species: Douglas fir.
  2. Grade: Solid one side.
  3. Edges: Clean and true.
- D. Lumber Forms:
1. Applications: Edge forms and unexposed finish concrete.
  2. Boards:

- a. Description:
  - 1) Shiplapped or tongue and groove.
  - 2) Surface boards on four sides.
- b. Material: "Standard" grade Douglas fir according to WCLIB Standard No. 17.

E. Framing, Studding, and Bracing: Stud or No. 3 structural light-framing grade.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify lines, levels, and centers before proceeding with formwork.
- C. Verify that dimensions agree with Shop Drawings.
- D. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Architect/Engineer before proceeding.

### 3.02 INSTALLATION

- A. Earth Forms: Not permitted.
- B. Formwork:
  - 1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
  - 2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
  - 3. Camber forms where necessary to produce level finished soffits unless indicated otherwise on Drawings.
  - 4. Positioning:
    - a. Carefully verify horizontal and vertical positions of forms.
    - b. Correct misaligned or misplaced forms before placing concrete.
  - 5. Complete wedging and bracing before placing concrete.
  - 6. Erect formwork, shoring, and bracing to achieve design requirements according to ACI 301.
  - 7. Stripping:

- a. Arrange and assemble formwork to permit dismantling and stripping.
  - b. Do not damage concrete during stripping.
  - c. Permit removal of remaining principal shores.
8. Obtain approval of Architect/Engineer before framing openings in structural members not indicated on Drawings.

C. Form Removal:

1. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads, and removal has been approved by Architect/Engineer.
2. Loosen forms carefully; do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
3. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged.
4. Discard damaged forms.
5. Form Release Agent:
  - a. Apply according to manufacturer instructions.
  - b. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
  - c. Do not apply form release agent if concrete surfaces are indicated to receive [special finishes] [or] [applied coverings] that may be affected by agent.
  - d. Soak inside surfaces of untreated forms with clean water, and keep surfaces coated prior to placement of concrete.
6. Form Cleaning:
  - a. Clean forms as erection proceeds to remove foreign matter within forms.
  - b. Clean formed cavities of debris prior to placing concrete.
  - c. Flush with water or use compressed air to remove remaining foreign matter.
  - d. Ensure that water and debris drain to exterior through cleanout ports.
  - e. Cold Weather:
    - 1) During cold weather, remove ice and snow from within forms.
    - 2) Do not use de-icing salts.
    - 3) Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure; use compressed air or other dry method to remove foreign matter.

7. Reuse and Coating of Forms:
  - a. Thoroughly clean forms and reapply form coating before each reuse.
  - b. For exposed Work, do not reuse forms with damaged faces or edges.
  - c. Apply form coating to forms according to manufacturer instructions.
  - d. Do not coat forms for concrete indicated to receive "scored finish."
  - e. Apply form coatings before placing reinforcing steel.

D. Forms for Smooth Finish Concrete:

1. Use steel, plywood, or lined-board forms.
2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
3. Install form lining with close-fitting square joints between separate sheets without springing into place.
4. Use full-sized sheets of form liners and plywood wherever possible.
5. Tape joints to prevent protrusions in concrete.
6. Apply forming and strip wood forms in a manner to protect corners and edges.
7. Level and continue horizontal joints.
8. Keep wood forms wet until stripped.

E. Forms for Surfaces to Receive Membrane Waterproofing:

1. Use plywood or steel forms.
2. After erection of forms, tape form joints to prevent protrusions in concrete.

F. Framing, Studding, and Bracing:

1. Maximum Spacing of Studs:
  - a. Boards: Maximum 16 inches (400 mm) o.c.
  - b. Plywood: 12 inches (300 mm) o.c.
2. Size framing, bracing, centering, and supporting members for sufficient strength to maintain shape and position under imposed loads from construction operations.
3. Construct beam soffits of material minimum 2 inches (50 mm) thick.
4. Distribute bracing loads over base area on which bracing is erected.
5. When placed on ground, protect against undermining, settlement, and accidental impact.

G. Form Anchors and Hangers:

1. Do not use anchors and hangers leaving exposed metal at concrete surface.
2. Symmetrically arrange hangers supporting forms from structural-steel members to minimize twisting or rotation of member.
3. Penetration of structural-steel members is not permitted.

H. Construction Joints:

1. Install surfaced pouring strip where construction joints intersect on exposed surfaces to provide straight line at joints.
2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Appearance:
  - a. Show no overlapping of construction joints.
  - b. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true, and sharp.

I. Embedded Items:

1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, waterstops, and other features.
2. Do not embed wood or uncoated aluminum in concrete.
3. Obtain installation and setting information for embedded items furnished under other Sections.
4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
5. Ensure that conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 regarding size and location limitations.

J. Openings for Items Passing through Concrete:

1. Frame openings in concrete where indicated on Drawings.
2. Establish exact locations, sizes, and other conditions required for openings and attachment of Work specified under other Sections.
3. Coordinate Work to avoid cutting and patching of concrete after placement.
4. Perform cutting and repairing of concrete required as result of failure to provide required openings.

K. Screeds:

1. Set screeds and establish levels for tops of and finish on concrete slabs.
2. Slope slabs to drain where required or as indicated on Drawings.

3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms; remove freestanding water.

L. Screed Supports:

1. For concrete over waterproof membranes and vapor retarder membranes, use cradle-, pad-, or base-type screed supports that will not puncture membrane.
2. Staking through membrane is not permitted.

M. Cleanouts and Access Panels:

1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris, and waste material.
2. Clean forms and surfaces against which concrete is to be placed.
3. Remove chips, sawdust, and other debris.
4. Thoroughly blow out forms with compressed air just before concrete is placed.

### 3.03 TOLERANCES

A. Construct formwork to maintain tolerances according to ACI 301.

B. Section 01700 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

C. Inspection:

1. Inspect erected formwork, shoring, and bracing to ensure that Work complies with formwork design and that supports, fastenings, wedges, ties, and items are secure.
2. Notify Architect/Engineer after placement of reinforcing steel in forms but prior to placing concrete.
3. Schedule concrete placement to permit formwork inspection before placing concrete.

### 3.04 ATTACHMENTS

A. Basement Walls Not Exposed to View: Site-fabricated plywood coated with form oil.

B. Basement Walls Exposed to View: Site-fabricated rough-sawn lumber.

C. Supported Floor Slabs: Prefabricated glass-fiber pan forms, treated for exposed-to-view finish.

END OF SECTION 03100

## SECTION 03200

### CONCRETE REINFORCING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

A. Section Includes:

1. Reinforcing bars.
2. Welded wire fabric.
3. Reinforcement accessories.

B. Related Requirements:

1. Section 03100 - Concrete Forming and Accessories: Form materials, waterstops, and accessories required to form cast-in-place concrete.

##### 1.02 REFERENCE STANDARDS

A. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.
3. ACI 530/530.1 - Building Code Requirements and Specification for Masonry Structures.
4. ACI SP-66 - ACI Detailing Manual.

B. American Welding Society:

1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
2. AWS D1.4M - Structural Welding Code - Reinforcing Steel.

C. ASTM International:

1. ASTM A184 - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement.
2. ASTM A184M - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement.
3. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
4. ASTM A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
5. ASTM A704 - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
6. ASTM A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.

7. ASTM A706 - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
8. ASTM A706M - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
9. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
10. ASTM A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
11. ASTM A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
12. ASTM A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
13. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
14. ASTM A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
15. ASTM A934 - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
16. ASTM A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
17. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
18. ASTM A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
19. ASTM A1064 - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
20. ASTM A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

D. Concrete Reinforcing Steel Institute:

1. CRSI 10-MSP - Manual of Standard Practice.
2. CRSI 10PLACE - Placing Reinforcing Bars.

1.03 COORDINATION

- A. Coordinate Work of this Section with placement of formwork, formed openings, and other Work.

1.04 SUBMITTALS

- A. Section 01340 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:

1. Indicate bar sizes, spacings, locations, splice locations, and quantities of reinforcing steel and welded wire fabric.
2. Indicate bending and cutting schedules.

3. Indicate supporting and spacing devices.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Submit certified copies of mill test report of reinforcement materials analysis.
- E. Welder Certificates: Certify welders and welding procedures employed on Work, verifying AWS qualification within previous 12 months.
- F. Source Quality-Control Submittals: Indicate results of [shop] [factory] tests and inspections.
- G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- H. Qualifications Statement:
  1. Welders: Qualify procedures and personnel according to AWS D1.1 (D1.1M).

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
  1. Protect materials from moisture by storing in clean, dry location remote from construction operations areas.
  2. Provide additional protection according to manufacturer instructions.

#### 1.06 EXISTING CONDITIONS

- A. Field Measurements:
  1. Verify field measurements prior to fabrication.
  2. Indicate field measurements on Shop Drawings.

### PART 2 - PRODUCTS

#### 2.01 REINFORCEMENT

- A. Reinforcing Steel:

1. Comply with ASTM A615 (A615M).
2. Billet Bars: Plain.
3. Finish: Epoxy coated.

## 2.02 FABRICATION

- A. Epoxy-Coated Reinforcement: Clean surfaces, weld, and re-protect welded joint.

## 2.03 SHOP FINISHING

- A. Epoxy-Coated Finish for Steel Bars: Comply with ASTM A775.
- B. Epoxy-Coated Finish for Steel Wire: Comply with ASTM A884, Class A.

## 2.04 ACCESSORY MATERIALS

- A. Tie Wire:
  1. Minimum 16 gage, annealed type, epoxy coated.
- B. Chairs, Bolsters, Bar Supports, and Spacers:
  1. Size and Shape: To strengthen and support reinforcement during concrete placement conditions.
- C. Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather-Exposed Concrete Surfaces:
  1. Material: Plastic-coated or Stainless steel.
  2. Size and Shape: To meet Project conditions.
- D. Reinforcing Splicing Devices:
  1. Type: Exothermic welding type; full tension and compression.
- E. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Place, support, and secure reinforcement against displacement.
- B. Do not deviate from required position beyond specified tolerance.
- C. Do not weld crossing reinforcement bars for assembly except as permitted by Architect/Engineer.

- D. Do not displace or damage vapor retarder.
- E. Accommodate placement of formed openings.

### 3.02 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Requirements for inspecting and testing.

### 3.03 ATTACHMENTS

- A. Reinforcement for Superstructure Framing Members: Deformed bars, unfinished.
- B. Reinforcement for Foundation Wall Framing Members and Slabs on Grade: Deformed bars and wire fabric, galvanized finish.
- C. Reinforcement for Parking Structure Framing Members: Deformed bars, epoxy-coated finish.

END OF SECTION 03200

## SECTION 03311

### CONCRETE ENCASEMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Concrete encasement work shall include the construction of non-reinforced structures used for encasement as shown on the plans, details, or directed by the Engineer, and for which payment is not otherwise provided. This item does not provide compensation for the construction of thrust blocks.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Concrete shall have a minimum twenty-eight (28) day compressive strength of 2,500 lbs. per square inch. All materials shall conform to the applicable provisions of the latest edition of the American Concrete Institute Standards (ACI Standard 301, latest edition, Specifications for Structural Concrete for Buildings).

#### PART 3 - EXECUTION

##### 3.01 METHODS OF CONSTRUCTION

- A. The methods of construction shall conform to all applicable requirements of the American Concrete Institute Standards, ACI Standard 301, latest edition.

END OF SECTION 03311

## SECTION 16300

### ELECTRICAL UNDERGROUND CONDUITS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

A. Section Includes:

1. Rigid steel conduit.
2. Underground duct markers.

B. Related Requirements:

1. Section 02600 - Storm Utility Drainage Piping: Product and execution requirements for drainage from manholes.

##### 1.02 REFERENCE STANDARDS

A. American National Standard Institute:

1. ANSI C80.1 - American National Standard for Electric Rigid Steel Conduit (ERSC).

B. ASTM International:

1. ASTM A48 - Standard Specification for Gray Iron Castings.
2. ASTM A48M - Standard Specification for Gray Iron Castings.
3. ASTM C857 - Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
4. ASTM C858 - Standard Specification for Underground Precast Concrete Utility Structures.
5. ASTM C891 - Standard Practice for Installation of Underground Precast Concrete Utility Structures.
6. ASTM C1037 - Standard Practice for Inspection of Underground Precast Concrete Utility Structures.

C. National Electrical Manufacturers Association:

1. NEMA FB 1 - Fittings, Cast Metal Boxes and Conduit Bodies for Conduit, Electrical Metallic Tubing (EMT) and Cable.
2. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit.
3. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing.
4. NEMA TC 6 and 8 - Polyvinyl Chloride (PVC) Plastic Utilities for Underground Installations.

5. NEMA TC 9 - Fittings for Polyvinyl Chloride (PVC) Plastic Utilities Duct for Underground Installation.
6. NEMA TC 14 - Reinforced Thermosetting Resin Conduit (RTRC) and Fittings.

D. UL:

1. UL 651A - Type EB and A Rigid PVC Conduit and HDPE Conduit.

### 1.03 COORDINATION

- A. Coordinate Work of this Section with existing underground utilities and structures.

### 1.04 SUBMITTALS

- A. Section 01340 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information for metallic conduits.
- C. Shop Drawings: Indicate dimensions, reinforcement, size and locations of openings, and accessory locations for precast manholes.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
- F. Source Quality-Control Submittals: Indicate results of shop/factory tests and inspections.
- G. Qualifications Statement:
1. Submit qualifications for manufacturer.

### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store products according to manufacturer instructions.
- D. Protection:
1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.

2. Provide additional protection according to manufacturer instructions.

#### 1.06 EXISTING CONDITIONS

##### A. Field Measurements:

1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

### PART 2 - PRODUCTS

#### 2.01 SYSTEM DESCRIPTION

- ##### A. Low-Voltage Systems: Rigid steel conduit.

#### 2.02 RIGID STEEL CONDUIT

##### A. Description:

1. Rigid Steel Conduit: Comply with ANSI C80.1.
2. Fittings:
  - a. Comply with NEMA FB 1.
  - b. Material: Steel.

#### 2.03 ACCESSORIES

##### A. Underground Duct Markers:

1. Trace Wire: Magnetic detectable conductor, brightly colored plastic covering, and imprinted with PSE&G in large letters.

END OF SECTION 16300

SECTION 16500  
EXTERIOR LIGHTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes exterior luminaries, poles, and accessories.

1.02 REFERENCES

- A. American National Standards Institute:
  1. ANSI C82.1 - American National Standard for Lamp Ballast-Line Frequency Fluorescent Lamp Ballast.
  2. ANSI C82.4 - American National Standard for Ballasts-for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type).
  3. ANSI O5.1 - Wood Poles, Specifications and Dimensions.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate dimensions and components for each luminaire not standard Product of manufacturer.
- B. Product Data: Submit dimensions, ratings, and performance data.

1.04 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Product storage and handling requirements.
- B. Store and handle solid wood poles in accordance with ANSI O5.1.

1.06 COORDINATION

- A. Furnish bolt templates and pole mounting accessories to installer of pole foundations.

1.07 MAINTENANCE MATERIALS

- A. Section 01700 - Execution and Closeout Requirements: Spare parts and maintenance products.

## PART 2 - PRODUCTS

### 2.01 LUMINAIRES

- A. Product Description: Complete exterior luminaire assemblies, with features, options, and accessories as scheduled.
- B. Refer to Section 01600 - Product Requirements for product options.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify foundations are ready to receive fixtures.

### 3.02 EXISTING WORK

- A. Disconnect and remove abandoned exterior luminaries.
- B. Extend existing exterior luminaire installations using materials and methods compatible with existing installations.
- C. Clean and repair existing exterior luminaries to remain or to be reinstalled.

### 3.03 INSTALLATION

- A. Install concrete bases for lighting poles at locations as indicated on Drawings.
- B. Install poles plumb. Install double nuts to adjust plumb. Grout around each base.
- C. Install lamps in each luminaire.

### 3.04 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements, 01700 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Operate each luminaire after installation and connection. Inspect for improper connections and operation.
- C. Measure illumination levels to verify conformance with performance requirements.
- D. Take measurements during night sky, without moon or with heavy overcast clouds effectively obscuring moon.

### 3.05 ADJUSTING

- A. Section 01700 - Execution and Closeout Requirements: Testing, adjusting, and balancing.

- B. Aim and adjust luminaries to provide illumination levels and distribution as indicated on Drawings.

### 3.06 CLEANING

- A. Section 01700 - Execution and Closeout Requirements: Final cleaning.
- B. Clean photometric control surfaces as recommended by manufacturer.
- C. Clean finishes and touch up damage.

### 3.07 PROTECTION OF FINISHED WORK

- A. Section 01700 - Execution and Closeout Requirements: Protecting finished work.
- B. Relamp luminaries having failed lamps at Substantial Completion.

### 3.08 SCHEDULES

- A. See plans for schedules

END OF SECTION 16500

## **APPENDIX A**

### **EIT PROJECT SIGN**

# ENVIRONMENTAL INFRASTRUCTURE PROJECT SIGN DETAILS

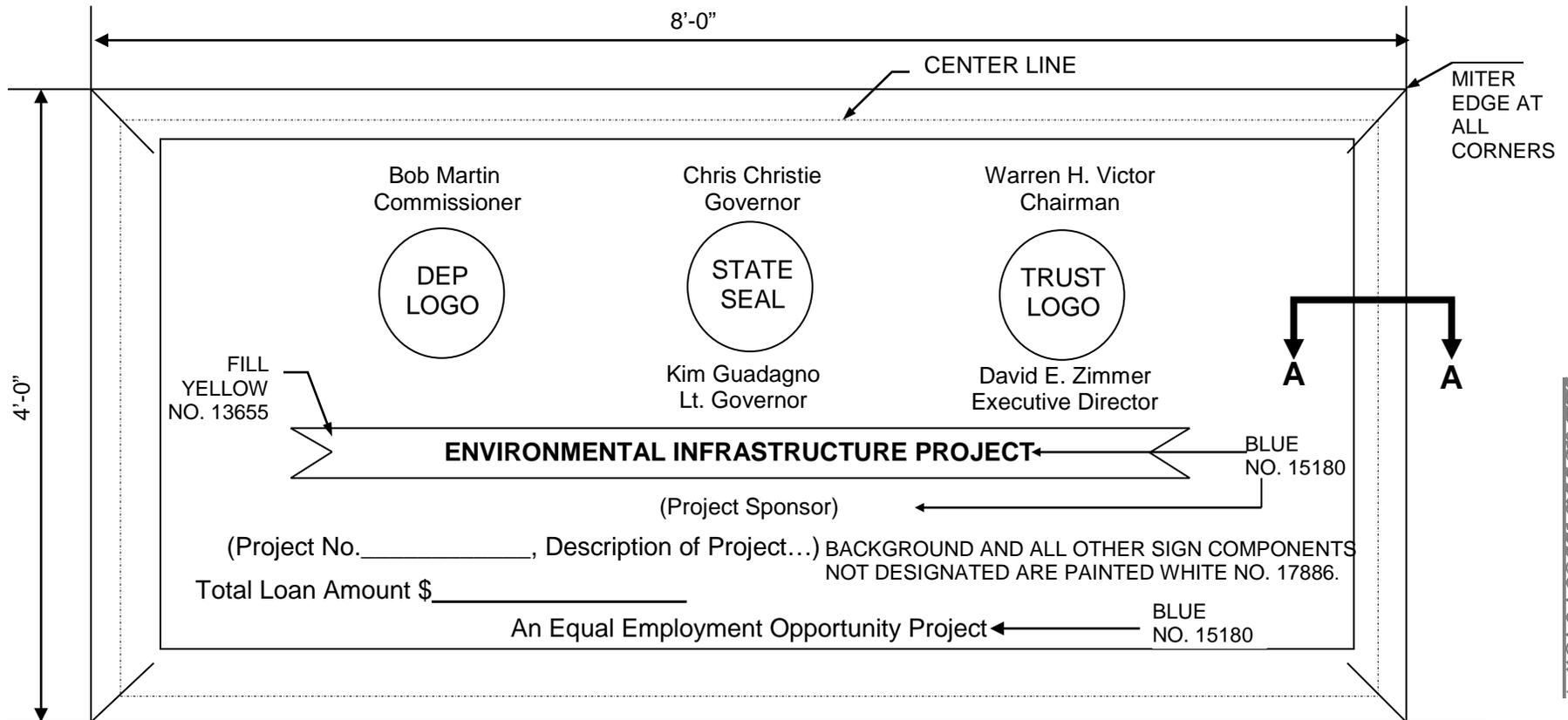
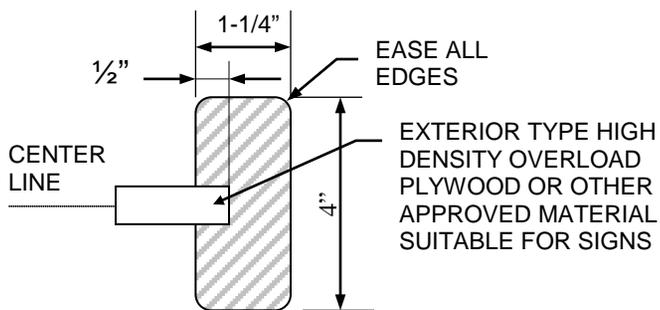


ILLUSTRATION NO.: 1

LEFT BORDER SHALL BE DETERMINED USING THE LONGEST LINE CENTERED ON THE SIGN PROVIDING EQUAL BORDERS.

PROVIDE ADEQUATE SUPPORT FOR SIGN AS SITE CONDITIONS MAY REQUIRE AND KEEP SIGN A PROPER DISTANCE ABOVE THE PREVAILING GRADE TO PERMIT PUBLIC VIEWING

GRADE



**NOTE:**

COLOR NUMBERS REFER TO FEDERAL COLOR STANDARD NO. 595A (1-68) WHICH ARE AVAILABLE FROM GSA SUPPLIER. LETTERING PAINTED BLACK NO. 17038 (UNLESS OTHERWISE SPECIFIED). DECALS FOR THE LOGOS AND SEAL SHALL BE AVAILABLE FROM NJDEP CONSTRUCTION CONTROL ENGINEER AT THE PRE-CONSTRUCTION CONFERENCE. FIRST NUMBER INDICATES 1=GLOSS, 2=SEMIGLOSS, 3=MATT AND SECOND NUMBER INDICATES THE COLOR TYPE AND LAST THREE NUMBERS INDICATES INTENSITY. HIGHER NUMBER (LAST 3 DIGITS) MEANS MORE DARKNESS. LETTERING SHOULD BE SIZED ACCORDINGLY TO BE LEGIBLE FOR PUBLIC VIEWING.

## **APPENDIX B**

### **SOIL BORINGS**



**Environmental and Geotechnical Drilling Services**  
1256 North Church Street, Moorestown, New Jersey 08057  
Phone: 856-722-1111 FAX: 856-722-1745

**City of Hoboken, Washington Street Redesign  
Soil Boring Investigation  
October 14 thru 22, 2015**

**Direct Push Soil Borings**

**Boring #1 – 58-72 Washington Street**

0 to 1' - Asphalt  
1' to 1.5' - Black fine sand  
1.5' to 4' - Brown fine silty sand, moist @ 2'  
4' to 8' - Brown fine silty sand  
8' to 10' - Brown fine sandy silt

**Boring #2 –51-83 Washington Street**

0 to 1' – Asphalt & Subbase  
1' to 4' – Dark brown fine silty sand, moist @ 2'  
4' to 9' – Brown fine sandy silt  
9' to 10' – Dark brown fine sand

**Boring #4 –112 Washington Street**

0 to 1' – Asphalt & Subbase  
1' to 1.5' – Concrete  
1.5' to 6' – Gray tan fine sandy silt, moist @ 6'  
6' to 10' – Red brown fine sandy silt

**Boring #5 – 115 Washington Street**

0 to .5' – Asphalt  
.5' to 1' – Concrete  
1' to 4' – Gray tan fine sandy silt  
4' to 8' – Gray tan silt, moist @ 8'  
8' to 10' – Red brown fine silty sand

**Boring #7 – 214 Washington Street**

0 to 1' - Asphalt & Subbase  
1' to 10' – Brown fine silty sand, wet @ 3'

**Boring #8 – 215-217 Washington Street**

0 to .5' – Asphalt & Subbase  
5' to 1' – Concrete  
1' to 10' – Brown silty sand, wet @ 8'

**Boring #9 - Northeast Corner with 3rd**

0 to 1' – Asphalt & Subbase  
1' to 10' – Brown silty sand

**Direct Push Soil Borings (con't)**

**Boring #10 – 314-316 Washington Street**

0 to 1' – Asphalt & Subbase

1' to 10' – Brown silty sand

**Boring #11 – 317 Washington Street**

0 to 1' – Asphalt & Subbase

1' to 10' – Brown silty sand

**Boring #13 – 410 Washington Street**

0 to .5' – Asphalt

5' to 1' – Concrete

1' to 4' – Gray fine silty sand

4' to 5' – Gray fine sandy silt

5' to 10' – Dark brown fine silty sand

**Boring #14 – 411 Washington Street**

0 to 1' – Asphalt and Subbase

1' to 5' – Gray fine silty sand

5' to 10' – Dark brown fine silty sand

**Boring #15 – 516-518 Washington Street**

0 to 1' – Asphalt and Subbase

1' to 6' – Gray tan fine silty sand

6' to 10' – Dark brown fine silty sand with small gravel

**Boring #16 – 517 Washington Street**

0 to 1' – Asphalt and Subbase

1' to 2' – Gray fine silty sand

Refusal @ 2'

**Boring #18 – 613-615 Washington Street**

0 to 1' – Asphalt and Subbase

1' to 10' – Dark brown fine silty sand with gravel

**Boring #19 – 716 Washington Street**

0 to 1' – Asphalt and Subbase

1' to 4.5' – Dark brown fine silty sand

4.5' to 10' – Orange tan fine silty sand

**Boring #20 – 711-713 Washington Street**

0 to 7' – Gray fine silty sand

7' to 15' – Dark brown fine sandy silty with small gravel

### Direct Push Soil Borings (con't)

#### Boring #21 – 818 Washington Street

0 to 1' – Asphalt and Subbase  
1' to 6.5' – Tan gray very fine sandy silt  
6.5' to 10' – Gray fine silty sand with small gravel

#### Boring #23 – Southeast Corner with 9th

0 to 1' – Asphalt and Subbase  
1' to 4.5' – Tan very fine sandy silt  
4.5' to 10' – Gray very fine silty sand  
Slight VOC smell

#### Boring #24 – 920 Washington Street

Refusal – moved Geotechnical Boring to B-22

#### Boring #25 – 921 Washington Street

0 to 1' – Asphalt and Concrete  
1' to 6.5' – Tan gray very fine sandy silt  
6.5' to 10' – Dark brown fine silty sand with small gravel

#### Boring #26 – 1-12 Washington Street

0 to 1' – Asphalt  
1' to 4.5' – Dark brown fine silty sand  
Refusal @ 5'

#### Boring #27 – 1015 Washington Street

0 to 1' – Asphalt and Subbase  
1' to 10' – Tan gray fine silty sand

#### Boring #28 – East Center Median within 11<sup>th</sup> Street

0 to 1' – Asphalt and Concrete  
1' to 10' – Brown fine sandy silt

#### Boring #30 – 1111 Washington Street

0 to 1' – Asphalt and Subbase  
1' to 6' – Brown fine sandy silt  
6' to 10' – Tan gray very fine silty sand with small gravel

#### Boring #31 – 1212 Washington Street

0 to 1' – Asphalt and Subbase  
1' to 4' – Dark brown silty sand, wet @ 4'  
4' to 10' – Brown fine silty sand with small gravel

**Direct Push Soil Borings (con't)**

Boring #32 – 1201-21R Washington Street

0 to 1' – Asphalt and Subbase

1' to 10' – Gray fine silty sand with small gravel

Boring #33 – 1300-1312 Washington Street

0 to 1' – Asphalt and Subbase

1' to 10' – Brown fine silty sand with small gravel

Boring #34 – 1313 Washington Street

0 to 1' – Asphalt and Subbase

1' to 10' – Brown fine silty sand with small gravel

Boring #35 – Northwest Corner with 14th

0 to 1' – Asphalt

1' to 4' – Brown silty sand, wet @ 4'

4' to 10' – Light brown fine silty sand

Boring #36 – Northeast Corner with 14th

0 to 1' – Asphalt & Concrete

1' to 4' – Brown silty sand

4' to 10' – Light brown fine silty sand

Boring #37 – 1450 Washington Street

0 to 1' – Asphalt

1' to 4' – Light brown silty sand

4' to 10' – Light brown silty sand

Boring #38 – Directly Across from 1450 Washington Street – Unable to Perform Boring at this Location

Boring #39 – Northwest Corner with 15<sup>th</sup>

0 to 1' – Asphalt

1' to 4' – Asphalt, light brown sand

4' to 10' – Brown silty sand, wet @ 7'

## Geotechnical Soil Borings

<u>Sample</u>	<u>Blow Counts</u>	<u>N</u>	<u>Description</u>
<u>Geotechnical Boring #3 – Northwest Corner with Newark</u>			
0 to 1'	-	-	Asphalt & Subbase
1' to 3'	15-11-12-11	23	Brown fine silty sand with small gravel
3' to 5'	11-14-16-10	30	Brown fine silty sand with small gravel
5' to 7'	13-13-11-10	24	Brown fine silty sand with small gravel, moist @ 6'
7' to 9'	10-15-17-13	32	Brown fine silty sand with small gravel
9' to 11'	15-20-21-19	41	Brown fine silty sand with small gravel

<u>Geotechnical Boring #6 – Southwest Corner with 2nd</u>			
0 to 1'	-	-	Asphalt & Subbase
1' to 3'	12-17-18-16	35	Gray fine silty sand
3' to 5'	15-13-16-18	29	Brown fine silty sand with small gravel
5' to 7'	10-12-15-16	27	Brown fine silty sand with small gravel, moist @ 6'
7' to 9'	15-13-14-11	27	Brown fine silty sand with small gravel
9' to 11'	14-14-18-12	32	Brown fine silty sand with small gravel

<u>Geotechnical Boring #12 – - Northwest Corner with 4th</u>			
0 to 1'	-	-	Asphalt
1' to 3'	5-3-3-9	6	Tan very fine sand
3' to 5'	12-9-10-9	19	Tan very fine sand
5' to 7'	9-10-6-5	16	Brown very fine sand
7' to 9'	5-3-3-5	6	Dark brown very fine sand
9' to 11'	4-3-5-6	8	Light brown very fine sand

<u>Geotechnical Boring #17 – 619 Washington Street</u>			
0 to 1'	-	-	Asphalt
1' to 3'	5-12-9-14	21	Brown fine silty sand, moist @2'
3' to 5'	12-7-9-9	16	Brown very fine silty sand
5' to 7'	8-10-12-10	22	Brown fine silty sand
7' to 9'	17-15-16-15	31	Brown fine silty sand
9' to 11'	14-16-16-11	32	Brown fine silty sand

**Geotechnical Soil Borings (con't)**

**Geotechnical Boring #22 – 817 Washington Street**

0 to 1'	-	-	Asphalt & Subbase
1' to 3'	10-11-17-15	28	Tan gray fine silty sand
3' to 5'	11-9-7-7	16	Tan gray fine silty sand
5' to 7'	4-3-3-2	6	Tan gray fine silty sand
7' to 9'	2-2-2-3	4	Tan gray fine silty sand
9' to 11'	2-2-3-2	5	Tan gray fine silty sand, moist @ 8'

**Geotechnical Boring #29 – 1110 Washington Street**

0 to 1'	-	-	Asphalt & Subbase
1' to 3'	13-17-23-13	40	Brown silty sand with large gravel
3' to 5'	11-13-12-15	25	Brown silty sand
5' to 7'	9-17-21-16	38	Brown silty sand
7' to 9'	18-13-15-50+	28	Brown silty sand, refusal encountered last 6-inches

### Soil Borings Percolation Test

(Note: A 30-minute pre-soak was performed at each location prior to conducting test)

Boring #2 - 51-83 Washington Street - Perk Test Performed @ Boring #1 per Pete Bondar

Set Casing @ 5'

Dropped 3" in 30 minutes

Boring #7 – 214 Washington Street

Set casing @ 5'

Dropped 27" in 30 minutes

Boring #9 – Northeast Corner with 3rd

Set casing @ 5'

Dropped 5½" in 30 minutes

Boring #14 - 410 Washington Street (Perk Test Performed @ Boring #13)

Set casing @ 5'

Dropped 4" in 30 minutes

Boring #18 – 613-615 Washington Street

Set casing @ 5'

Dropped 3" in 30 minutes

Boring #20 - 711-713 Washington Street

Set casing @ 5'

Dropped 3" in 30 minutes

Boring #21 - 818 Washington Street

Set casing @ 5'

Dropped 1" in 30 minutes

Boring #23 - Southeast corner with 9<sup>th</sup>

Set casing @ 5'

Dropped 1" in 30 minutes

Boring #26 – Perk Test Relocated to Boring #27

Set casing @ 5'

Dropped 6" in 30 minutes

Boring #28 - East Center Median within 11<sup>th</sup> Street

Set casing @ 5'

Dropped 1" in 30 minutes

Boring #32 – 1201/21R Washington Street

Set casing @ 5'

Dropped 1" in 30 minutes

**Soil Borings Percolation Test (con't)**

**Boring #35 – Northwest Corner with 14<sup>th</sup>**

Set casing @ 5'

Dropped 30" in 30 minutes

**Boring #36 - Northeast Corner with 14<sup>th</sup>**

Set casing @ 5'

Dropped 6" in 30 minutes

**Boring #39 – Northwest Corner with 15<sup>th</sup>**

Set casing @ 5'

Dropped 19" in 30 minutes

**Boring #40 – Northeast Corner with 15<sup>th</sup>**

– Unable to perform perk test at this location

## **APPENDIX C**

### **FEDERAL AND NJ PREVAILING WAGE RATES**

General Decision Number: NJ160002 02/19/2016 NJ2

Superseded General Decision Number: NJ20150002

State: New Jersey

Construction Type: Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	02/19/2016

BRNJ0002-005 05/01/2014

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, following Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 38.25	28.26

Work 100 degrees F. and over:  
to be paid at the rate of double time.

Work on high stacks:  
22% per hour additional.

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BRNJ0002-006 05/01/2014

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
Bricklayer.....	\$ 38.25	28.26

Work 100 degrees F. and over:  
to be paid at the rate of double time.

Work on high stacks:  
22% per hour additional.

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BRNJ0002-008 05/01/2014

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of

South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON.....	\$ 38.25	28.26

Cement mason:

Epoxy, acid and latex work: \$.50 per hour additional.

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BRNJ0002-009 05/01/2014

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

Rates                      Fringes

CEMENT MASON.....\$ 38.25 28.26

Cement mason:

Epoxy, acid and latex work: \$.50 per hour additional.

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CARP0006-008 11/01/2014

	Rates	Fringes
CARPENTER.....	\$ 43.74	56%

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CARP1556-001 05/01/2015

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 43.10	42.11

Work on land pile driving, while handling and working with creosote and creosote-impregnated products: \$.25 per hour additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

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ELEC0102-001 06/01/2015

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
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Line construction:  
High-tension pipe-type  
cable installation:

Cable splicer.....	\$ 56.66	56.2%
Ground person.....	\$ 30.19	56.2%
Groundman.....	\$ 30.19	56.2%
Line technician; equipment operator; x-ray technician; equipment repair person; equipment service person; hole- digging equipment operator; truck with winch or pole and steel hand; truck without winch..	\$ 51.42	56.2%
Line technician-welder.....	\$ 53.99	56.2%
All other work:		
Cable splicer.....	\$ 57.52	56.2%
Groundman.....	\$ 30.19	56.2%
Line technician; equipment operator.....	\$ 52.29	56.2%
Line technician-welder.....	\$ 53.99	56.2%

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

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ELEC0102-002 06/01/2015

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Electricians:		
All other work:		
Cable Splicer.....	\$ 57.79	55.7%
Electrician.....	\$ 52.54	55.7%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times

the journeyman rate.

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 ELEC0164-002 06/01/2015

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Electricians:		
Electrician.....	\$ 50.84	62%
All other work:		
Cable splicer.....	\$ 57.96	62%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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 ELEC0164-010 06/01/2015

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Line construction:		
Cable splicer.....	\$ 57.96	62%
Groundman (includes empty conduit installations on roadways).....	\$ 30.75	54%
Layout Man.....	\$ 50.03	54%
Lineman; lineman-welder; x-ray technician; equipment repairman; equipment serviceman.....	\$ 45.90	54%

Work on live wires of 440 or 480 volts: 10% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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 ELEC0269-010 03/11/2015

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

	Rates	Fringes
Electrician.....	\$ 48.57	61.48%

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 ELEEC0269-013 03/01/2015

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator.....	\$ 38.86	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 48.57	60.93%
All other work:		
Ground person; truck with winch operator.....	\$ 38.86	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 48.57	60.93%

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 ELEEC0456-001 06/01/2015

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Electricians:		
Cable splicer.....	\$ 54.60	67.75%
Electrician.....	\$ 48.32	67.75%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from the ground or floor; or under air pressure; or over conveyors or moving equipment or machinery: 10% per hour

additional.

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 ELECO456-002 06/01/2015

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Cable splicer.....	\$ 50.48	66%
Crane Operator.....	\$ 50.48	66%
Groundman (when installing conduit on public roadways).....	\$ 26.80	66%
Groundman; winch operator..	\$ 43.88	66%
Line technician; x-ray technician; equipment repair person; equipment serviceperson; electrical installation worker; hole-digging equipment operator; truck operator with winch or pole; truck operator without winch.....	\$ 44.67	66%
All other work:		
Cable splicer.....	\$ 54.60	67.75%
Crane Operator.....	\$ 54.60	67.75%
Line technician.....	\$ 48.32	67.75%
winch operator.....	\$ 47.53	67.75%

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 \* ENGI0825-004 01/01/2016

	Rates	Fringes
Power equipment operators:		
Steel erection:		
GROUP 1.....	\$ 54.09	29.80
GROUP 2.....	\$ 52.43	29.80
GROUP 3.....	\$ 50.70	29.80
GROUP 4.....	\$ 46.64	29.80
GROUP 5.....	\$ 43.98	29.80
GROUP 6.....	\$ 42.45	29.80
GROUP 7.....	\$ 40.69	29.80

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:

Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:

Helicopter pilot

GROUP 4:

"A" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom; straddle carrier

GROUP 5:

Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugger hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:

Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type);

generator, single

GROUP 7:

Oiler; deckhand

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\* ENGI0825-009 01/01/2016

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 47.07	29.80
GROUP 2.....	\$ 45.48	29.80
GROUP 3.....	\$ 43.57	29.80
GROUP 4.....	\$ 41.94	29.80
GROUP 5.....	\$ 40.23	29.80
GROUP 6.....	\$ 43.84	27.25

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:

"A" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping

system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work); front end loader (2 cu. yd. but less than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is "outside material tower hoist", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tigger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power

boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:

Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:

Oiler; tire repair and maintenance

GROUP 6:

Helicopter pilot; helicopter engineer

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IRON0011-002 07/01/2015

BERGEN, ESSEX, HUDSON AND HUNTERDON COUNTIES; MIDDLESEX COUNTY (north half); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north half); SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 38.24	40.92
Structural.....	\$ 41.29	41.42

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IRON0036-003 07/01/2012

WARREN COUNTY

	Rates	Fringes
Ironworkers:.....	\$ 34.05	24.00

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IRON0068-004 07/01/2015

MIDDLESEX COUNTY (south half); SOMERSET COUNTY (south half):

	Rates	Fringes
Ironworker.....	\$ 43.90	20.78

Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

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LABO0172-005 09/01/2012

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 33.20	22.40
GROUP 2.....	\$ 33.90	22.40
GROUP 3.....	\$ 34.15	22.40
GROUP 4.....	\$ 37.70	22.40

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties)

GROUP 4:

Blaster

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LABO0172-006 03/01/2011

MIDDLESEX COUNTY (south of the Raritan River):

	Rates	Fringes
Laborers:		
ASPHALT WORK:		
GROUP 1.....	\$ 33.00	21.55
GROUP 2.....	\$ 32.60	21.55
GROUP 3.....	\$ 32.85	21.55
GROUP 4.....	\$ 32.70	21.55
GROUP 5.....	\$ 32.90	21.55

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days, consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Head raker

GROUP 2:

Painter, shoveler, roller person, kettle person, smother person, tamper

GROUP 3:

Raker, screed person, lute person

GROUP 4:

Milling controller

GROUP 5:

Traffic control coordinator

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PAIN0711-009 05/01/2015

Rates                      Fringes

Painters:

Work on bridges (all  
bridges that span major  
waterways, railroad  
bridges, bridges over  
canyons, overpasses).....\$ 51.38                      23.50

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PAIN0711-014 05/01/2015

Rates                      Fringes

Painters:

All other work:  
Brush and roller.....\$ 37.76                      21.50  
Spray.....\$ 38.91                      17.19

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PLAS0029-001 05/01/2015

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION AND  
WARREN COUNTIES:

Rates                      Fringes

CEMENT MASON.....\$ 41.90                      22.90

Cement masons:

Work on suspended staging, not supported from the ground:  
\$.50 per hour additional.

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PLAS0592-030 05/01/2015

HUNTERDON, MIDDLESEX, SOMERSET AND UNION COUNTIES:

Rates                      Fringes

Cement mason.....\$ 39.17                      31.06

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TEAM0408-001 05/01/2015

ESSEX, MORRIS, SUSSEX AND UNION COUNTIES:

Rates                      Fringes

Truck drivers:

Group 1.....\$ 35.85                      22.43  
Group 2.....\$ 35.75                      22.43  
Group 3.....\$ 35.65                      22.43  
Group 4.....\$ 35.60                      22.43

a. Employer contributes \$1472.15 per month per worker for  
health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck;

utility truck; tack truck; lift truuk; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

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TEAM0469-001 05/01/2015

HUNTERDON, MIDDLESEX AND SOMERSET COUNTIES; UNION COUNTY (south of Wood Ave.); WARREN COUNTY:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 37.85	29.085
Group 2.....	\$ 37.75	29.085
Group 3.....	\$ 37.65	29.085
Group 4.....	\$ 37.60	29.085

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday falls.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water

pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truck; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

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TEAM0560-001 05/01/2015

BERGEN, HUDSON AND PASSAIC COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.95	32.08
Group 2.....	\$ 34.75	32.08
Group 3.....	\$ 34.85	32.08
Group 4.....	\$ 34.70	32.08

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:

Driver of 3-axle materials truck and float

GROUP 3:

Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:

Winch trailer driver

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



STATE OF NEW JERSEY  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance - Public Contracts Section  
PO Box 389  
Trenton, NJ 08625-0389

### **PREVAILING WAGE RATE DETERMINATION**

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

#### **Prevailing Wage Rate**

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

**W** = Wage Rate per Hour

**B** = Fringe Benefit Rate per Hour\*

**T** = Total Rate per Hour

- \* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

#### **Apprentice Rate Schedule**

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

## **Comments/Notes**

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

## **Public Works Contractor Registration**

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

*No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.*

## **Snow Plowing**

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

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

**County - HUDSON**

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

	03/19/15
Journeyman (Mechanic)	W 36.18 B 21.10 T 57.28

Expiration Date: 02/29/2016

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES								
	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = % of Jnymn	Wage
As Shown									
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = % of Jnymn	Bene

**Ratio of Apprentices to Journeymen - 1:4**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

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

**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 - HUDSON**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/01/16
Foreman	W 47.00 B 41.02 T 88.02
General Foreman	W 49.00 B 42.00 T 91.00
Journeyman	W 42.00 B 39.42 T 81.42

Expiration Date: 12/31/2016

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	33.33	34.20	35.08	35.94	36.82	37.69	38.55			

**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 Boilermakers 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

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

**County - HUDSON**

Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

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

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

**County - HUDSON**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	02/26/16
Foreman	W 31.54 B16.17 T47.71
General Foreman	W 32.04 B16.17 T48.21
Mechanic	W 30.04 B16.17 T46.21

Expiration Date: 12/31/2016

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00).

**OVERTIME:**

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

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

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

**County - HUDSON**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	11/02/15
Deputy Foreman	W 41.25 B 30.58 T 71.83
Foreman	W 44.25 B 30.58 T 74.83
Journeyman	W 38.25 B 30.58 T 68.83

Expiration Date: 04/30/2016

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	3.72	4.65	5.12	5.58	20.22	21.56	22.91	24.25		

**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 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% , inclusive of benefits, 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% , inclusive of benefits, and the third shift shall receive the regular rate plus 20% , 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 - HUDSON**

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

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

**County - HUDSON**

**Craft: Carpenter                      PREVAILING WAGE RATE**

	11/01/15
Foreman	W 51.81 B 29.53 T 81.34
Journeyman	W 45.05 B 25.68 T 70.73

Expiration Date: 04/30/2016

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%
Benefit	57% of	Appren	tice	Wage	Rate		for all	intervals		

**Ratio of Apprentices to Journeymen - 1:4**

**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 7:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS :**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15% , inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20% , inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20% , inclusive of benefits.

**OVERTIME :**

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

**RECOGNIZED HOLIDAYS :** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

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

**County - HUDSON**

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 - HUDSON**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	11/01/15
Foreman	W 51.81 B 29.53 T 81.34
Journeyman	W 45.05 B 25.68 T 70.73

Expiration Date: 04/30/2016

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefit	57%	of	Appren	tice	Wage	Rate		for all	intervals	

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice shall be allowed to every 2 journeymen or a fraction thereof. No more than 3 apprentices on any one job or project.

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS :**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS :**

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

**OVERTIME :**

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

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

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

**County - HUDSON**

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

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

**County - HUDSON**

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

	05/04/15
Foreman	W 44.90 B 23.10 T 68.00
General Foreman	W 46.90 B 23.10 T 70.00
Journeyman	W 41.90 B 23.10 T 65.00

Expiration Date: 04/30/2016

**Craft: Cement Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	60%	70%	80%	90%				
Benefits	10.40	17.35	18.50	19.65	20.80	21.95				

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Cement Mason**

**COMMENTS/NOTES**

These rates also apply to PLASTERERS.

**FOREMAN REQUIREMENTS:**

If there are 2 or more Cement Masons/Plasterers on the job, one must be designated a Foreman.

If there are 11 or more Cement Masons/Plasterers on the job, one must be designated a General Foreman.

The regular workday shall be 8 hours, between 7:00 AM and 3:30 PM.

**OVERTIME:**

All hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday, Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

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



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

**County - HUDSON**

**Craft: Dockbuilder                      PREVAILING WAGE RATE**

	11/06/15
Foreman	W 50.14 B 43.07 T 93.21
Foreman (Concrete Form Work)	W 50.14 B 35.23 T 85.37
Journeyman	W 43.60 B 43.07 T 86.67
Journeyman (Concrete Form Work)	W 43.60 B 35.23 T 78.83

Expiration Date: 04/30/2016

**Craft: Dockbuilder                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	17.44	21.80	28.34	34.88						
Benefit	29.28	for all	intervals		Concrete	Form Work	Only Ben.	= 24.03	for all	intervals

**Ratio of Apprentices to Journeymen - \***

\*When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

**Craft: Dockbuilder                      COMMENTS/NOTES**

**CREOSOTE HANDLING :**

When handling creosote products on land piling, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

**HAZARDOUS WASTE WORK:**

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.

- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

**CERTIFIED WELDER:** When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

**FOREMAN REQUIREMENTS :**

The first Dockbuilder on the job shall be designated a Foreman.

**OVERTIME :**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the

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

**County - HUDSON**

hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

**County - HUDSON**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	05/04/15	05/01/16	05/01/17
Foreman	W 41.80 B22.60 T64.40	W 43.05 B22.60 T65.65	W 44.30 B22.60 T66.90
General Foreman	W 43.70 B22.60 T66.30	W 44.95 B22.60 T67.55	W 46.20 B22.60 T68.80
Journeyman	W 38.00 B22.60 T60.60	W 39.25 B22.60 T61.85	W 40.50 B22.60 T63.10

Expiration Date: 04/30/2018

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	9.85	Intervals	4 to 6 =	12.28	Intervals	7 to 9 =	14.95	

**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 - HUDSON**

**FOREMAN REQUIREMENTS :**

- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 11 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

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

**SHIFT DIFFERENTIAL:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (8:30 AM -4:30 PM )
- 2nd Shift (4:30 PM -12:30 AM ) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM -8:00 AM ) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

**OVERTIME :**

Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

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

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

**County - HUDSON**

**Craft: Electrician - Teledata (15 Instruments and Less)**

**PREVAILING WAGE RATE**

	12/07/15	10/31/16
MasterTech./Gen. Foreman (31+ workers on job)	W 52.98 B 25.96 T 78.94	W 0.00 B 0.00 T 80.44
SeniorTech./Asst. Gen. Foreman (21-30 workers on job)	W 48.49 B 23.76 T 72.25	W 0.00 B 0.00 T 73.75
Technician A Foreman (11-20 workers on job)	W 46.46 B 22.77 T 69.23	W 0.00 B 0.00 T 70.73
Technician B Working Foreman (4-10 workers on job)	W 44.42 B 21.77 T 66.19	W 0.00 B 0.00 T 67.69
Technician C/Journeyman (1-3 workers on job)	W 40.75 B 19.96 T 60.71	W 0.00 B 0.00 T 62.21

Expiration Date: 10/31/2017

**Craft: Electrician - Teledata (15 Instruments and Less)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	45%	48%	53%	59%	66%	72%	79%	86%		
6 Months										
Benefit	8.98	9.58	10.58	11.77	13.18	14.37	15.77	17.17		

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician - Teledata (15 Instruments and Less)**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR BEFORE 11-3-14:

INTERVAL	PERIOD AND RATES								
6 Months	40%	43%	48%	54%	61%	67%	74%	81%	
Benefits	7.98	8.58	9.58	10.78	12.18	13.37	14.77	16.17	

NOTES:

- 1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
- 2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK:

40 feet above ground/floor: +20% of the Total Rate

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

County - HUDSON

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

SHIFT DIFFERENTIAL:

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

OVERTIME:

Hours before outside the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - HUDSON

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date:

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

\*\*\*See ELECTRICIAN Rates\*\*\*

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

**County - HUDSON**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	06/01/15	05/31/16
Assistant General Foreman	W 59.99 B 37.19 T 97.18	W 61.09 B 37.88 T 98.97
Cable Splicer	W 57.96 B 35.94 T 93.90	W 59.02 B 36.59 T 95.61
Certified Lineman Welder	W 50.84 B 31.52 T 82.36	W 51.77 B 32.10 T 83.87
Equipment Repairman	W 50.84 B 31.52 T 82.36	W 51.77 B 32.10 T 83.87
Equipment Serviceman	W 50.84 B 31.52 T 82.36	W 51.77 B 32.10 T 83.87
Foreman (1-10 Journeyman workers on job)	W 57.96 B 35.94 T 93.90	W 59.02 B 36.59 T 95.61
General Foreman	W 62.02 B 38.45 T 100.47	W 63.16 B 39.16 T 102.32
Groundman	W 34.06 B 21.12 T 55.18	W 34.69 B 21.51 T 56.20
Journeyman-Layoutman	W 55.42 B 34.36 T 89.78	W 56.43 B 34.99 T 91.42
Journeyman Lineman	W 50.84 B 31.52 T 82.36	W 51.77 B 32.10 T 83.87
X-Ray Journeyman Technician	W 50.84 B 31.52 T 82.36	W 51.77 B 32.10 T 83.87

Expiration Date: 05/31/2017

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

**County - HUDSON**

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	35%	40%	Yearly	50%	60%	70%	80%			
Benefits	62% of	Appren	tice	Wage	Rate					

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

**HIGH WORK:**

40 FEET ABOVE GROUND/FLOOR : +21% OF THE Total Rate.

Radio towers, Transmission towers and Smokestacks : +21% of the Total Rate.

**FOREMAN REQUIREMENTS:**

On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.

On any job where there are 2 or more electricians, 1 shall be a Foreman.

On all jobs, every 11 electricians shall have 1 designated a Foreman.

On any job where there are 23 or more electricians, 1 shall be a General Foreman.

**SHIFT DIFFERENTIALS:**

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

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

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

**County - HUDSON**

**Craft: Electrician-Utility Work (North)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Expiration Date:

**Craft: Electrician-Utility Work (North)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% 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.

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

**County - HUDSON**

**Craft: Electrician-Utility Work (South)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Expiration Date:

**Craft: Electrician-Utility Work (South)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	26.72	28.95	31.18	33.41	35.63	37.86	40.09			
Benefits	23.08	24.40	25.72	27.02	28.33	29.64	30.94			

**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 - HUDSON**

**Craft: Elevator Modernization & Service**

**PREVAILING WAGE RATE**

	03/27/15	03/17/16	03/17/17	03/17/18
Journeyman	W 46.92 B 36.46 T 83.38	W 47.91 B 38.17 T 86.08	W 49.14 B 39.91 T 89.05	W 50.49 B 41.66 T 92.15

Expiration Date: 03/16/2019

**Craft: Elevator Modernization & Service**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	Yearly	26.62	25.81	30.50	35.19					
Benefits	30.16	30.47	31.80	33.13						

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Elevator Modernization & Service**

**COMMENTS/NOTES**

**MODERNIZATION** (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

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

-Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

**SERVICE** (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

-The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM .

-Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS** (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

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

**County - HUDSON**

**Craft: Glazier                      PREVAILING WAGE RATE**

	06/11/15	05/01/16
Foreman	W 46.50 B 22.65 T 69.15	W 0.00 B 0.00 T 70.65
General Foreman	W 48.50 B 22.89 T 71.39	W 0.00 B 0.00 T 72.89
Journeyman	W 42.50 B 22.17 T 64.67	W 0.00 B 0.00 T 66.17

Expiration Date: 04/30/2017

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	6.51	Intervals	4 to 6 =	9.33	Intervals	7 to 9 =	11.67	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Glazier                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AS OF 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	8.10	8.10	10.34	10.34	11.51	11.51	14.62	14.62

Hazard/Height Pay: +\$1.00 per hour

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - HUDSON**

rate.

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

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

**County - HUDSON**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	10/13/15
Foreman	W 51.77 B 29.42 T 81.19
General Foreman	W 54.32 B 30.53 T 84.85
Journeyman	W 50.49 B 28.86 T 79.35

Expiration Date: 09/18/2016

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	23.39	27.74	33.52	39.36						
Benefits	17.46	20.63	22.69	24.56						

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

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

**SHIFT DIFFERENTIAL:**

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

**OVERTIME:**

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

**County - HUDSON**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	10/13/15
Asbestos Helper Abatement	W 33.52 B 22.69 T 56.21
Firestop/Hazmat	W 26.93 B 9.25 T 36.18
Foreman	W 51.77 B 29.42 T 81.19

Expiration Date: 09/18/2016

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

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

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and packaging material in appropriate containers.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

**OVERTIME:** The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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



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

**County - HUDSON**

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Years Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

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

**County - HUDSON**

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

	03/09/16
Journeyman (Handler)	W 36.00 B 16.70 T 52.70

Expiration Date: 11/30/2016

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	27.96	28.66	29.72	31.84						
Benefits	16.65	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 between 6:00 AM and 6:00 PM.

**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.
- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - HUDSON**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	11/02/15
Class A Journeyman	W 30.90 B 25.97 T 56.87
Class B Journeyman	W 30.40 B 25.97 T 56.37
Class C Journeyman	W 25.84 B 25.97 T 51.81
Foreman	W 34.76 B 25.97 T 60.73
General Foreman	W 38.63 B 25.97 T 64.60

Expiration Date: 04/30/2016

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%						
6 Months										
Benefit	22.72	22.72	22.72	22.72						

**Ratio of Apprentices to Journeymen - \***

\*Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Building**

**COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzle men on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.

- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.

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

**County - HUDSON**

- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15% .

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10% , and the third shift shall receive the regular rate plus an additional 15% .

**OVERTIME:**

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used 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, 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 - HUDSON**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

Expiration Date:

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	18.03	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.

With respect to the APPRENTICE RATE SCHEDULE, the following shall apply:

- On 9-1-15-benefits shall be \$18.03.
- On 3-1-16-benefits shall be \$18.78.
- On 9-1-16-benefits shall be \$18.78.
- On 3-1-17-benefits shall be \$19.53.

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

**County - HUDSON**

**Craft: Millwright**

**PREVAILING WAGE RATE**

	11/01/15
Foreman	W 52.30 B 30.36 T 82.66
Journeyman	W 45.48 B 26.47 T 71.95

Expiration Date: 04/30/2016

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%
Benefits	57% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.55		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS :**

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

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS :**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15% , inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20% , inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20% , inclusive of benefits.

**OVERTIME :**

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

**RECOGNIZED HOLIDAYS :** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

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

**County - HUDSON**

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 - HUDSON**

**Craft: Operating Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

Expiration Date:

**Craft: Operating Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

**Craft: Operating Engineer**

**COMMENTS/NOTES**

Operating Engineer rates are located in the "Statewide" rate package.

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

**County - HUDSON**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

Expiration Date:

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

**Ratio of Apprentices to Journeymen - \***

\*No more than 1 Field Engineer Apprentice per Survey Crew.

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

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

**County - HUDSON**

**Craft: Painter - Bridges**

**PREVAILING WAGE RATE**

	05/22/15	05/01/16	05/01/17
Foreman	W 56.38 B 25.67 T 82.05	W 58.63 B 25.67 T 84.30	W 61.13 B 25.67 T 86.80
General Foreman	W 58.38 B 25.67 T 84.05	W 60.63 B 25.67 T 86.30	W 63.13 B 25.67 T 88.80
Journeyman	W 51.38 B 25.67 T 77.05	W 53.63 B 25.67 T 79.30	W 56.13 B 25.67 T 81.80

Expiration Date: 01/31/2019

**Craft: Painter - Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%			60%	70%		80%	90%	
6 Months										
Benefits	Intervals	1 to 2 =	8.88	Intervals	3 to 4 =	10.81	Intervals	5 to 6 =	13.48	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Painter - Bridges**

**COMMENTS/NOTES**

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and appurtenances.

**FOREMEN REQUIREMENTS :**

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

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

**SHIFT DIFFERENTIALS :**

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

**OVERTIME :**

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

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

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

**County - HUDSON**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/01/15	12/01/16	12/01/17
Foreman (Charge Person)	W 35.80 B16.10 T51.90	W 36.80 B16.90 T53.70	W 38.05 B17.74 T55.79
Helper (1st Year)	W 28.05 B16.10 T44.15	W 29.05 B16.90 T45.95	W 30.30 B17.74 T48.04
Helper (2nd Year)	W 29.38 B16.10 T45.48	W 30.38 B16.90 T47.28	W 31.63 B17.74 T49.37
Helper (3rd Year)	W 31.53 B16.10 T47.63	W 32.53 B16.90 T49.43	W 33.78 B17.74 T51.52
Journeyman	W 35.30 B16.10 T51.40	W 36.30 B16.90 T53.20	W 37.55 B17.74 T55.29

Expiration Date: 11/30/2018

**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 - HUDSON**

**Craft: Painter - New Construction**

**PREVAILING WAGE RATE**

	06/30/15	05/01/16	05/01/17
Foreman	W 41.54 B 22.35 T 63.89	W 42.91 B 22.35 T 65.26	W 44.39 B 22.35 T 66.74
General Foreman	W 45.31 B 22.81 T 68.12	W 46.81 B 22.81 T 69.62	W 48.43 B 22.81 T 71.24
Journeyman	W 37.76 B 21.90 T 59.66	W 39.01 B 21.90 T 60.91	W 40.36 B 21.90 T 62.26

Expiration Date: 04/30/2018

**Craft: Painter - New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Painter - New Construction**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	90%
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - HUDSON**

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 - HUDSON**

**Craft: Painter- Containment**

**PREVAILING WAGE RATE**

	05/22/15	05/01/16	05/01/17
Journeyman	W 32.93 B 22.92 T 55.85	W 35.18 B 22.92 T 58.10	W 37.68 B 22.92 T 60.60

Expiration Date: 01/31/2019

**Craft: Painter- Containment**

**COMMENTS/NOTES**

NOTE: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

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

**SHIFT DIFFERENTIALS :**

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

**OVERTIME :**

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

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 - HUDSON**

**Craft: Painter-Elevated Water Tanks**

**PREVAILING WAGE RATE**

	05/22/15	05/01/16	05/01/17
Foreman	W 46.17 B 22.92 T 69.09	W 48.42 B 22.92 T 71.34	W 50.92 B 22.92 T 73.84
General Foreman	W 48.17 B 22.92 T 71.09	W 50.42 B 22.92 T 73.34	W 52.92 B 22.92 T 75.84
Journeyman	W 41.17 B 22.92 T 64.09	W 43.42 B 22.92 T 66.34	W 45.92 B 22.92 T 68.84

Expiration Date: 01/31/2019

**Craft: Painter-Elevated Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

**Craft: Painter-Elevated Water Tanks**

**COMMENTS/NOTES**

These rates apply to: All new and repainted elevated water tanks (interior and exterior).

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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



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

**County - HUDSON**

**Craft: Paperhanger - New Construction**

**PREVAILING WAGE RATE**

	06/30/15	05/01/16	05/01/17
Foreman	W 42.51 B 21.44 T 63.95	W 43.83 B 21.44 T 65.27	W 45.32 B 21.44 T 66.76
Journeyman	W 38.65 B 22.01 T 60.66	W 39.85 B 22.01 T 61.86	W 41.20 B 22.01 T 63.21

Expiration Date: 04/30/2018

**Craft: Paperhanger - New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Paperhanger - New Construction**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	90%
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00

**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 - HUDSON**

**Craft: Paperhanger - Renovation**

**PREVAILING WAGE RATE**

	06/30/15	05/01/16	05/01/17
Foreman	W 32.21	W 33.58	W 35.06
	B18.53	B18.53	B18.53
	T50.74	T52.11	T53.59
Journeyman	W 29.28	W 30.53	W 31.88
	B18.53	B18.53	B18.53
	T47.81	T49.06	T50.41

Expiration Date: 04/30/2018

**Craft: Paperhanger - Renovation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES										
	SEE	PAPER-	HANGER	NEW	CONSTR	UC	TION				

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Paperhanger - Renovation**

**COMMENTS/NOTES**

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

**FOREMEN REQUIREMENTS:**

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

**OVERTIME:**

-Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.

-Four 10-hour days may be worked, at straight time, Monday through Sunday.

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

**County - HUDSON**

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

	06/02/15
Foreman	W 53.63 B 31.24 T 84.87
Journeyman	W 50.06 B 31.24 T 81.30

Expiration Date: 04/30/2016

**Craft: Pipefitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	17.52	22.53	27.53	32.54	40.05					
Benefit	20.53	22.17	23.83	25.47	27.94					

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

**Craft: Pipefitter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS :**

- The first Pipefitter on a job must be a Foreman.
- There must be a Foreman for every 6 Pipefitters on a job, not counting apprentices.

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

**SHIFT DIFFERENTIALS :**

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (between 4:00PM and 12:00AM ) shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 25% per hour.
- 3rd Shift (between 12:00AM and 8:00AM ) shall work 7 hours and receive 8 hours pay at the hourly rate, plus 30% per hour.

**OVERTIME :**

- The first 2 hours in excess of 8 per day or outside of the regular workday, Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half, inclusive of benefits. All remaining overtime shall be paid as stated above.

**SHIFT DIFFERENTIALS -SERVICE & MAINTENANCE WORK :**

- The 2nd shift shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 10% per hour.
- The 3rd shift shall work 7 hours and receive 8 hours pay at the hourly rate, plus 15% per hour.

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

County - HUDSON

OVERTIME -SERVICE & MAINTENANCE WORK:

- All hours outside of the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

NOTE: Service and Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

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

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

County - HUDSON

Craft: Plasterer

PREVAILING WAGE RATE

See "Cem entMason" Rates

Expiration Date:

Craft: Plasterer

COMMENTS/NOTES

\*\*\*See CEMENT MASON Rates\*\*\*

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

**County - HUDSON**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/01/15
Foreman	W 54.39 B 31.94 T 86.33
General Foreman	W 57.91 B 31.94 T 89.85
Journeyman	W 50.36 B 31.94 T 82.30

Expiration Date: 04/30/2016

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefit	12.24	18.04	19.65	21.28	22.89					

**Ratio of Apprentices to Journeymen - \***

\* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS :**

- On any job having 2 or more Plumbers, 1 shall be designated as a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

**SHIFT DIFFERENTIALS :**

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the regular rate plus 10% , inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular rate plus 15% , inclusive of benefits.

**OVERTIME :**

- All 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 Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays, shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a lost day. 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, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.



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

**County - HUDSON**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	10/22/15
Foreman	W 32.89 B 29.26 T 62.15
Journeyman	W 31.64 B 29.26 T 60.90

Expiration Date: 03/31/2016

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	9.84	11.24	12.61	14.01	15.76	17.17	18.60	20.03	21.44	22.85

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

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENT:**

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

**OVERTIME:**

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four (4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

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

**County - HUDSON**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	07/23/15
Foreman	W 49.22 B 37.00 T 86.22
General Foreman	W 50.22 B 37.00 T 87.22
Journeyman	W 45.72 B 37.00 T 82.72

Expiration Date: 05/31/2016

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS :**

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

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

**SHIFT DIFFERENTIAL:**

- 2nd Shift (3:30 PM - 12:00 AM ) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME :**

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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







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

**County - HUDSON**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	01/01/16	07/01/16	01/01/17	07/01/17	01/01/18
Tile Setter	W 56.89	W 57.32	W 57.74	W 58.18	W 58.53
	B 32.21	B 33.23	B 34.26	B 35.27	B 36.37
	T 89.10	T 90.55	T 92.00	T 93.45	T 94.90

Expiration Date: 06/30/2018

**Craft: Tile Setter - Marble**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

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

**County - HUDSON**

**Craft: Tile Setter - Mosaic & Terrazzo**

**PREVAILING WAGE RATE**

	01/08/16	07/01/16	01/01/17
Grinder or Assistant	W 49.47	W 0.00	W 0.00
	B 33.23	B 0.00	B 0.00
	T 82.70	T 83.85	T 85.00
Mechanic	W 51.08	W 0.00	W 0.00
	B 33.24	B 0.00	B 0.00
	T 84.32	T 85.47	T 86.62

Expiration Date: 06/30/2017

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

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

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

**OVERTIME:**

-Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

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

**County - HUDSON**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	11/02/15
Bucket, Utility, Pick-up, Fuel Delivery trucks	W 34.70 B 32.58 T 67.28
Dump Truck, Asphalt Distributor, Track Spreader	W 34.70 B 32.58 T 67.28
Euclid-type vehicles (large, off-road equipment)	W 34.85 B 32.58 T 67.43
Heperon Asphalt Distributor	W 34.70 B 32.58 T 67.28
Slurry Seal, Vacuum or Vac-All trucks	W 34.70 B 32.58 T 67.28
Straight 3-axle truck	W 34.75 B 32.58 T 67.33
Tractor Trailer (all types)	W 34.85 B 32.58 T 67.43
Winch Trailer	W 34.95 B 32.58 T 67.53

Expiration Date: 04/30/2016

**Craft: Truck Driver**

**COMMENTS/NOTES**

**BLENDED RATE :**

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robs" for a minimum of 6 hours during the work day.

**HAZARDOUS WASTE REMOVAL:**

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

TRUCK FOREMAN : \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

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

**County - HUDSON**

**SHIFT DIFFERENTIALS :**

- Shifts starting at 4:00 PM (2nd Shift): + \$2.50 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$2.50 per hour.

**OVERTIME :**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a best day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

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

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

**County - HUDSON**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	05/01/12
Driver	W 24.15 B 10.22 T 34.37
New Hires (1st year)	W 22.03 B 9.07 T 31.10

Expiration Date: 05/01/2013

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

**BLENDED RATE :**

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

The regular workday is 8 hours, starting between 5:00 AM and 8:00 AM .

**SHIFT DIFFERENTIAL:**

For shifts beginning between 4:00 PM and 10:00 PM , drivers shall receive an additional \$0.50 per hour.

**OVERTIME :**

Hours in excess of 8 per day, or before 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 shall be paid at two and one-half times the hourly rate. All hours on holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

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

County - HUDSON

Craft: Welder

PREVAILING WAGE RATE

Welder

Expiration Date:

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.

# STATEWIDE RATES

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineer shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM .

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
45.48	30.63	76.11	77.11	78.26

CLASSIFICATIONS :

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder

Bulldozer, finish grade

Cableway

Canyall

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 (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)

Hydraulic Crane (10 tons & under)

Hydro-Axe

Hydro-Blaster

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

OPERATING ENGINEERS     Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
45.48	30.63	76.11	77.11	78.26

CLASSIFICATIONS :

- Pan
- Paver, concrete
- Plate & Frame Filter Press
- Pumpcrete (unit type)
- Pumpcrete, Squeezeconcrete, or Concrete Pumping machine  
(regardless of size)
- Scraper
- Side Boom
- Staddle Carrier (Ross and similar types)
- Vacuum Truck
- Whiphammer
- Winch Truck (hoisting)

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

CLASSIFICATIONS :

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CM I & similar types)
- Autograde Concrete Machine (CM I & similar types)
- Autograde Tube Finisher & Texturing Machine (CM I & 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 : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

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 (Economicobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)
- Laddervator

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

CLASSIFICATIONS :

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)

Roller (black top)

Scale (power)

Seam Pulverizing Mixer

Shoulder Widener

Silo

Skinmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

Tug Captains

Tug Master (Power Boats)

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

CLASSIFICATIONS :

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:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
40.23	30.63	70.86	71.86	73.01

CLASSIFICATIONS :

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transitman or Instrumentman

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
37.65	30.63	68.28	69.28	70.43

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 : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.81	30.63	78.44	79.44	80.59

CLASSIFICATIONS :

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.07	30.63	77.70	78.70	79.85

CLASSIFICATIONS :

- Autograde Pavement Profiler (CM I& similar types)
- Autograde Pavement Profiler - Recycle Type (CM I& similar types)
- Autograde Placer/Trimmer/Spreader Combination (CM I& similar types)
- Autograde Slipform Paver (CM I& similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Draglines
- Drill, Bauer, AM I 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
- Pavement & Concrete Breaker (Superhammer & Hoe Ram)

OPERATING ENGINEERS     Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.07	30.63	77.70	78.70	79.85

CLASSIFICATIONS :

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

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
41.94	30.63	72.57	73.57	74.72

CLASSIFICATIONS :

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

OPERATING ENGINEERS    Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
41.94	30.63	72.57	73.57	74.72

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 converter, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
48.89	30.63	79.52	80.52	81.67

CLASSIFICATIONS :

Helicopter Pilot/Engineer

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
52.07	30.63	82.70	84.45	86.35

CLASSIFICATIONS :

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
51.07	30.63	81.70	83.45	85.35

CLASSIFICATIONS :

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS     Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
49.07	30.63	79.70	80.70	81.85

CLASSIFICATIONS :

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
50.07	30.63	80.70	82.45	84.35

CLASSIFICATIONS :

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
48.07	30.63	78.70	79.70	80.85

CLASSIFICATIONS :

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION     Rates Expiration Date : 06/30/2017

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM .

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
50.70	30.63	81.33	82.33	83.48

CLASSIFICATIONS:

Helicopter Pilot or Engineer

STRUCTURAL STEEL ERECTION      Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
46.64	30.63	77.27	78.27	79.42

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

Staddle Carrier

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
43.98	30.63	74.61	75.61	76.76

CLASSIFICATIONS :

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Conveyor or Tugger Hoist

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Maintenance Utility Man

Tug Master (Power Boats)

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION      Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
42.45	30.63	73.08	74.08	75.23

CLASSIFICATIONS :

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
40.69	30.63	71.32	72.32	73.47

CLASSIFICATIONS :

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
48.26	30.63	78.89	79.89	81.04

CLASSIFICATIONS :

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
37.65	30.63	68.28	69.28	70.43

CLASSIFICATIONS :

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION      Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.40	30.63	78.03	79.03	80.18

CLASSIFICATIONS :

Field Engineer-Chief of Party

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
54.09	30.63	84.72	86.47	88.37

CLASSIFICATIONS :

Cranes (all cranes, land or floating with boom s, including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with boom s including jib, 140 ft. and over, above ground), and Pile Drivers (all types) over 100 tons and Tower Cranes.

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
52.43	30.63	83.06	84.81	86.71

CLASSIFICATIONS :

Cranes (all cranes, land or floating with boom s including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with boom s including jib, less than 140 ft. above ground), Pile Drivers (all types), over 100 tons and Tower Crane.

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
51.09	30.63	81.72	82.72	83.87

CLASSIFICATIONS :

Cranes (all cranes, land or floating with boom s including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with boom s including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
49.43	30.63	80.06	81.06	82.21

CLASSIFICATIONS :

Cranes (all cranes, land or floating with boom s including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with boom s including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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STRUCTURAL STEEL ERECTION      Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
51.09	30.63	81.72	82.72	83.87

CLASSIFICATIONS :

Helicopter Co-Pilot

Helicopter Communications Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH WEST      Rates Expiration Date : 06/30/2017

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY :

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hudson, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineers shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM .

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.07	30.63	77.70	78.70	79.85

CLASSIFICATIONS:

Driller

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TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH WEST      Rates Expiration Date : 06/30/2017

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
40.23	30.63	70.86	71.86	73.01

CLASSIFICATIONS :

Drillers Helper

FREE AIR TUNNEL JOBS     Rates Expiration Date : 08/31/2017

{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 shiftwork, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shiftwork.
- 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 \$2.50 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shiftwork, 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, President's 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:**

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.50	27.53	67.03	68.13	70.53

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.20	27.53	66.73	67.83	70.23

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS      Rates Expiration Date : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
38.70	27.53	66.23	67.33	69.73

CLASSIFICATIONS :

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
41.20	27.53	68.73	69.83	72.23

CLASSIFICATIONS :

Blaster

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
38.15	27.53	65.68	66.78	69.18

CLASSIFICATIONS :

Top Labor Foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.80	27.53	65.33	66.43	68.83

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, Told Man)

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.65	27.53	65.18	66.28	68.68

CLASSIFICATIONS :

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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FREE AIR TUNNEL JOBS      Rates Expiration Date : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.15	27.53	64.68	65.78	68.18

CLASSIFICATIONS :

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY      Rates Expiration Date : 06/30/2017

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:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
45.82	30.63	76.45	77.45	78.60

CLASSIFICATIONS :

Driller

Effective Dates:

	01/08/2016		07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
38.98	30.63	69.61	70.61	71.76

CLASSIFICATIONS :

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING      Rates Expiration Date : 09/30/2018

NOTE: Boat crews carrying explosive material (dynamite, pourefex, 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:

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
36.34	13.33	49.67	51.03	52.51

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leveeman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
31.43	12.93	44.36	45.60	46.95

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
29.59	12.79	42.38	43.56	44.86

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING      Rates Expiration Date : 09/30/2018

Effective Dates:

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
28.78	12.42	41.20	42.36	43.64

CLASSIFICATIONS :

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
27.85	12.35	40.20	41.32	42.58

CLASSIFICATIONS :

Boat Operator

Effective Dates:

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
23.13	11.67	34.80	35.81	36.92

CLASSIFICATIONS :

Shoreman, Deckhand, Rodman, Scowman

MICROSURFACING/SLURRY SEAL      Rates Expiration Date : 02/28/2018

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:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
35.75	20.35	56.10	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
33.10	20.35	53.45	55.07

CLASSIFICATIONS:

Boxman

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

CLASSIFICATIONS:

Squeegee man

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MICROSURFACING/SLURRY SEAL      Rates Expiration Date : 02/28/2018

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
29.60	20.35	49.95	51.57

CLASSIFICATIONS :

Cleaner, Taper

ASPHALT LABORERS -SOUTH      Rates Expiration Date : 08/31/2017

"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 \$2.50 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:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.55	27.53	65.08	66.18	68.58

CLASSIFICATIONS:

Head Raker

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.40	27.53	64.93	66.03	68.43

CLASSIFICATIONS:

Raker, Screedman, Lute man

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ASPHALT LABORERS -SOUTH     Rates Expiration Date : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.15	27.53	64.68	65.78	68.18

CLASSIFICATIONS :

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.25	27.53	64.78	65.88	68.28

CLASSIFICATIONS :

Milling Controller

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

CLASSIFICATIONS :

Traffic Control Coordinator

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH      Rates Expiration Date : 10/16/2018

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 \$1.00 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 10% 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:

11/13/2015			10/17/2016	10/17/2017
Rate	Fringe	Total	Total	Total
30.17	24.10	54.27	56.21	58.15

CLASSIFICATIONS :

Helper (4th year helper)

Effective Dates:

11/13/2015			10/17/2016	10/17/2017
Rate	Fringe	Total	Total	Total
37.82	24.10	61.92	64.13	66.34

CLASSIFICATIONS :

Driller

Effective Dates:

11/13/2015			10/17/2016	10/17/2017
Rate	Fringe	Total	Total	Total
43.42	24.10	67.52	69.93	72.34

CLASSIFICATIONS :

Foreman

HEAVY & GENERAL LABORERS -NORTH Rates Expiration Date : 08/31/2017

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 \$2.50 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:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
36.75	27.53	64.28	65.38	67.78

CLASSIFICATIONS :

"D " Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tamers on cold patch work; wrappers or coaters of pipe; water proofer; tin beam man; wagon drill or drillmaster helper; powder carrier; magazine tender; signalman; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

CLASSIFICATIONS :

"C " Rate:

pipe layer; laser man; conduit or duct line layer; operator of jackhammer, 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; drillmaster; core driller; traffic control coordinator; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH      Rates Expiration Date : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.70	27.53	65.23	66.33	68.73

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:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
41.25	27.53	68.78	69.88	72.28

CLASSIFICATIONS :

"A " Rate:

blaster

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

CLASSIFICATIONS :

"FOREMAN " Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
40.00	27.53	67.53	68.63	71.03

CLASSIFICATIONS :

"GENERAL FOREMAN " Rate

HEAVY & GENERAL LABORERS - SOUTH     Rates Expiration Date : 08/31/2017

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 shiftwork, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shiftwork.
- 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 \$2.50 per hour.

OVERTIME :

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shiftwork, 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 in 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, President's 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:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
36.75	27.53	64.28	65.38	67.78

CLASSIFICATIONS :

basic, landscape, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pimper; dumpman; rakers or tamers on cold patch work; wrappers or coaters of pipe; waterproofers

tree cutter, timberman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

CLASSIFICATIONS :

wagon drill or drillmaster helper; powder carrier; magazine tender; signalman

HEAVY & GENERAL LABORERS - SOUTH      Rates Expiration Date : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

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:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

CLASSIFICATIONS :

wagon or directional drill operator; drillmaster

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
41.25	27.53	68.78	69.88	72.28

CLASSIFICATIONS :

blaster

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

CLASSIFICATIONS :

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
40.00	27.53	67.53	68.63	71.03

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 : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.70	27.53	65.23	66.33	68.73

CLASSIFICATIONS :

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date : 05/31/2016

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$42.50; Pipeline Journeyman Welder: \$102.50; and Pipeline Helper: \$42.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeyman employed as "stringer bead" welders and journeyman who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeyman.
- 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 journeyman 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:

06/02/2015

Rate	Fringe	Total
52.53	26.14	78.67

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 : 05/31/2016

Effective Dates:

06/02/2015

Rate	Fringe	Total
52.53	26.14	78.67

CLASSIFICATIONS :

Pipeline Journeyman

Effective Dates:

06/02/2015

Rate	Fringe	Total
31.82	18.28	50.10

CLASSIFICATIONS :

Pipeline Helper

PIPELINE - GAS DISTRIBUTION      Rates Expiration Date : 10/31/2017

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

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

Effective Dates:

11/01/2015			11/01/2016
Rate	Fringe	Total	Total
55.95	21.10	77.05	79.13

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/01/2015			11/01/2016
Rate	Fringe	Total	Total
55.95	21.10	77.05	79.13

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/01/2015			11/01/2016
Rate	Fringe	Total	Total
36.22	15.29	51.51	52.90

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS-NORTH      Rates Expiration Date : 08/31/2017

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 \$2.50 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:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

CLASSIFICATIONS :

Asphalt Foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.70	27.53	65.23	66.33	68.73

CLASSIFICATIONS :

Asphalt Screedman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

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 : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
36.75	27.53	64.28	65.38	67.78

CLASSIFICATIONS :

Asphalt Laborer

ELECTRICIAN-UTILITY WORK (NORTH)    Rates Expiration Date : 12/03/2017

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 be worked, at straight time, between 7:00 AM and 6:30 PM , Monday through Thursday .

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
50.52	33.84	84.36	87.27

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
47.66	31.93	79.59	82.34

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN-UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
47.66	31.93	79.59	82.34

CLASSIFICATIONS :

Special License Operator

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
47.18	31.61	78.79	81.51

CLASSIFICATIONS :

Transit Man

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
45.75	30.65	76.40	79.04

CLASSIFICATIONS :

Line Equipment Operator

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
40.03	26.82	66.85	69.17

CLASSIFICATIONS :

Dynamic Man

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
56.24	37.68	93.92	97.16

CLASSIFICATIONS :

General Foreman

Effective Dates:

	11/29/2015		12/04/2016
Rate	Fringe	Total	Total
54.81	36.72	91.53	94.68

CLASSIFICATIONS :

Assistant General Foreman

ELECTRICIAN-UTILITY WORK (NORTH)     Rates Expiration Date : 12/03/2017

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
53.38	35.76	89.14	92.21

CLASSIFICATIONS :

Line Foreman

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
38.60	25.86	64.46	66.69

CLASSIFICATIONS :

Straight Light Mechanical Leader

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.70	24.58	61.28	63.40

CLASSIFICATIONS :

Groundman Winch Operator

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.70	24.58	61.28	63.40

CLASSIFICATIONS :

Groundman Truck Operator

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.22	24.26	60.48	62.57

CLASSIFICATIONS :

Straight Light Mechanic

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.22	24.26	60.48	62.57

CLASSIFICATIONS :

Line Equipment Mechanic

ELECTRICIAN-UTILITY WORK (NORTH)     Rates Expiration Date : 12/03/2017

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
30.98	20.75	51.73	53.52

CLASSIFICATIONS :

Groundman 2nd Year

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
28.60	19.16	47.76	49.39

CLASSIFICATIONS :

Groundman 1st Year

Effective Dates:

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
47.18	31.61	78.79	81.51

CLASSIFICATIONS :

Line Equipment Foreman

ELECTRICIAN-UTILITY WORK (SOUTH) Rates Expiration Date : 11/30/2017

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 Foreman .

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 Journeyman 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:

	12/01/2015		11/29/2016
Rate	Fringe	Total	Total
57.01	43.16	100.17	102.92

CLASSIFICATIONS:

General Foreman

ELECTRICIAN-UTILITY WORK (SOUTH)      Rates Expiration Date : 11/30/2017

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
50.78	39.48	90.26	93.01

CLASSIFICATIONS :

Foreman

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
48.10	37.90	86.00	88.75

CLASSIFICATIONS :

Small Job Foreman

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

CLASSIFICATIONS :

Heavy Equipment Operator

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

CLASSIFICATIONS :

Cable Splicer

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

CLASSIFICATIONS :

Journeyman Lineman

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

CLASSIFICATIONS :

Journeyman Welder

ELECTRICIAN-UTILITY WORK (SOUTH)      Rates Expiration Date : 11/30/2017

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

CLASSIFICATIONS :

Journeyman Painter

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
35.63	30.58	66.21	68.96

CLASSIFICATIONS :

Light Equipment Operator

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
31.18	27.97	59.15	61.90

CLASSIFICATIONS :

Groundman Truck Driver

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
28.95	26.65	55.60	58.35

CLASSIFICATIONS :

Groundman 3rd Year

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
26.72	25.33	52.05	54.80

CLASSIFICATIONS :

Groundman 2nd Year

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
24.50	24.04	48.54	51.29

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 : 11/30/2017

Effective Dates:

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
19.60	21.16	40.76	43.51

CLASSIFICATIONS :

Flgman

HEAVY & GENERAL LABORERS-NEW TRANSHUDSON TUNNELS    Rates Expiration Date : 08/31/2017

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANSHUDSON 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 shiftwork, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shiftwork.
- 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 \$2.50 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shiftwork, 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:**

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
59.25	27.53	86.78	88.31	91.28

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
58.50	27.53	86.03	87.86	90.83

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS-NEW TRANSHUDSON TUNNELS      Rates Expiration Date : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
58.05	27.53	85.58	87.11	90.08

CLASSIFICATIONS :

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
61.80	27.53	89.33	90.86	93.83

CLASSIFICATIONS :

Blaster

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
57.23	27.53	84.76	86.28	89.26

CLASSIFICATIONS :

Top Labor Foreman

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
56.70	27.53	84.23	85.76	88.73

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:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
56.48	27.53	84.01	85.53	88.51

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 TRANSHUDSON TUNNELS    Rates Expiration Date : 08/31/2017

Effective Dates:

	03/01/2016		09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
55.73	27.53	83.26	84.78	87.76

CLASSIFICATIONS :

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)